

**TENDER NO: 08/2023 Dated 15.05.2023**  
**INVITATION OF TENDERS for**  
**WORKS OF FIXED CHAIRS FOR CLASS ROOM (B-003) IN R & D BLOCK**  
**OF**  
**INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY DELHI**  
**OKHLA PHASE-III, NEW DELHI 110020**



**INDRAPRASTHA INSTITUTE of**  
**INFORMATION TECHNOLOGY DELHI**



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**INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY**  
**IIITD CAMPUS, NEW DELHI**

Dated: 15.05.2023

**TENDER NOTICE**

1. Last Date & Time of issue of tender documents from: 15.05.2023
2. Last Date & Time of receipt of tender: **05.06.2023 up to 3.00 PM.**

Registrar IIITD invites sealed item rate tenders from eligible specialized manufacturers / authorized agencies /contractors for similar works.

**Name of work:** Fabrication Supply and Installation of class room chairs with folding writing tablets in R & D Block at IIITD Campus at Okhla III New Delhi. 110020.

Location:	Ground floor of R & D Block
Time of completion:	2 Months

Earnest Money Deposit: **Rs.25,000/- (Rupees Twenty-Five Thousand only)** is to be submitted with tender document as earnest money in **Envelope-1**. The above payment shall be made in the shape of deposit or pay order/ demand draft of a scheduled bank issued in favour of **IIIT Delhi Collections** payable at New Delhi. EMD exemption for MSME and NSIC registered agencies is available.

Works to be completed in coordination with the other agencies/ contractors. No extra for non-availability of fronts or coordination with other agencies shall be payable on account of the same.

Tender documents can be downloaded from IIITD website ([www.iiitd.ac.in](http://www.iiitd.ac.in)) and submitted with non- refundable DD of **Rs. 1180/-** including GST in favour of **IIIT Delhi Collections** as cost of tender. Exemption for MSME and NSIC registered agencies is available on submission of proof of registration for such works.

1. The tenders shall be placed in sealed envelopes with a name of work and due date written on the envelope and addressed to Registrar, IIITD. Complete tender documents shall be submitted by the approved contractors in two envelopes. **First envelope** shall contain the earnest money in the shape of Demand Draft / Pay Order of a scheduled Bank requisite shape as per condition & eligibility criteria and cost of tender as stated above in case of the downloaded version.
2. The applications not supported with requisite experience certificates, GST registration certificate, TIN no. and ITCC **in Envelope-1** shall not be entertained.
3. The **second envelope** shall contain the financial bids including Tender Section, Priced Schedule of Quantities, Form of Tender, Conditions of Tender, Articles of Agreement, Brief Specifications, Condition of contract, Drawings all duly signed by the authorized signatory of the firms.
4. All these envelopes are to be put in a single envelope duly super-scribed the name of work, and addressed to Registrar, IIITD and with their address. In case the tenderer does not fulfill the laid down eligibility criteria or fails to deposit the earnest money in prescribed form, financial bid shall not be opened.

5. Tenderers shall seal the tender affix their initials and put stamp on each and every page of tender document before submission. The tender of the contractor, who submits in-complete tender document or submits more than one tender for one work, shall not be considered at all.
6. Tenders will be received by the Registrar up to **3.00 P.M on 05.06.2023** and will be opened by him or his authorized representative in the office of Registrar, IITD on the same day at 3.30 P.M.
7. First the Technical Bids will be opened and screened. The bids shall be examined whether the EMD is in order and the bidder meets the minimum eligibility criteria specified above. Those bidders whose EMD is in order, meets the eligibility criteria, has submitted all the required documents and meet the technical requirements shall only be considered for opening of financial bid. Conditional tenders would not be accepted. Financial bids in respect of firms/agencies/contractors who do not fulfill above eligibility criterion shall not be opened.
8. No Xerox / certified copies of tenders shall be accepted, if submitted these tenders shall be rejected.

**Registrar,  
IITD**

## INFORMATION & INSTRUCTIONS FOR BIDDERS

Name of Work:	Fabrication Supply and Installation of class room chairs with folding writing tablets of R & D Block in IIITD Campus at Okhla III New Delhi. 110020
Tender No	08/2023
Date of Start and downloading the tender (Tender document available from www.iiitd.ac.in)	15 <sup>th</sup> May 2023
Technical Bid Submission end date (Last date and time) for receipt of bids	5 <sup>th</sup> June 2023 at 1500 Hrs. (tender deposit in the Tender Box kept in 2 <sup>nd</sup> Floor of Academic Block of the Institute)
Date and time submission of Technical ,Tender ,Sample & catalogues with Financial bid	5 <sup>th</sup> June 2023 at 1530 Hrs
Financial bids of only those bidders, who qualify for bidding will be opened.	Only those tenderers who have submitted the required documents as prescribed in the tender document will be considered for opening of Financial Bid. The date and time for the same will be decided later.
Address for communication & submission of tender documents and opening of technical bid	Registrar, IIIT-DELHI, Okhla Industrial Area, Phase III, New Delhi 110020
Tender Fee/cost	Rs.1000/- + 18% GST /-= Rs.1180/- (Rupees One Thousand One hundred Eighty only) in the form of a demand draft/ pay order in favor of <b>IIIT-Delhi Collections</b> which is non-refundable. NEFT Transfer A/c details are as under: Bank - HDFC Bank LTD , Okhla Industrial Area Phase –III New Delhi 110020 Beneficiary's Name - IIIT Delhi Collections Account No - 20741110000035 IFSC code- HDFC0002074 In case of on-line payment of Tender Fees - UTR No. <b>(For Tender Fee)</b>
Earnest Money Deposit (EMD)	<b>Rs.25,000/-</b> in the form of Demand Draft/ Pay Order in favour of " <b>IIIT Delhi Collections</b> " payable at New Delhi -110020 (except for those who are exempted by NSIC certifications (with Proof)) failing bid shall be treated as invalid and shall be liable for rejection.
Performance Guarantee	To be submitted by LI bidder The bidder whose bid is accepted will be required to furnish Performance Guarantee of 3% (Three percent) of the accepted tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the form of DD / FDR in favour of IIIT Delhi Collections payable at New Delhi-110020. <b>Bank Guarantee</b> of any scheduled bank drawn in favour of <b>IIIT-Delhi</b> .
Date for start of works	Within Seven (7) days of the Award of Contract, as per scope of work.
Completion period of the Purchase Order	2 Months from the date of issue of Letter of Intent, supply to be made in parts or whole based on an agreed schedule.
Clarification/Queries, if any, can be addressed to	email ID: <b>admin-project@iiitd.ac.in</b> phone no- <b>01126907563/564/565, 011-71985363</b>

N.B. "Vendors are required to list at least 1-2 sites, where similar work has been done in last 5 years in Delhi-NCR region. Committee members may visit the site for evaluation."

## LETTER OF TRANSMITTAL

FROM:-

To,  
The Registrar/Chief Engineer  
Indraprastha Institute of Information Technology  
IIITD Campus  
Okhla Phase III  
New Delhi

**Subject: Notice Inviting Tenders for Fabrication Supply and Installation of class room chairs at R & D Block in IIITD Campus at Okhla III New Delhi. 110020**

**Sir/Madam,**

Having examined the details given in Notice and Tender document for the above work, I/we hereby submit the tender document and other relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed Forms/Tables and accompanying statement are true and correct.
2. I/we have furnished all information & detail necessary for tender eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar IIIT-D to approach the Bank issuing the solvency certificate to confirm the correctness there of. I/we also authorize IIIT Delhi to approach individuals, employer's firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:

**Name of Work**

**Enclosures:**

**Seal of applicant**

**Date of Submission**

**Certificate from**

**Signature(s) applicant(s)**

## **PART I - GENERAL INSTRUCTIONS AND CONDITIONS**

### **1. SCOPE OF WORK**

**Fabrication Supply and Installation of class room chairs with folding writing tablets of R & D Block in IIITD Campus at Okhla III New Delhi. 110020**

### **2. MINIMUM ELIGIBILITY CRITERIA REQUIREMENTS**

Intending firms / contractors bidding for should comply with the following minimum requirements, **joint ventures are not accepted.**

- a) Should have completed following successfully by or before ending 30<sup>th</sup> April 2023 during last 7 years:
- i. Three similar work each costing not less than Rs. 5 Lakhs satisfactorily completed similar works.  
OR
  - ii. Two similar work each costing not less than Rs. 7.50 Lakhs satisfactorily completed similar works  
OR
  - iii. One similar works each costing not less than Rs. 10.00 Lakhs satisfactorily completed similar works.

**Similar works means fabrication, supply, and installation of chairs with high quality of workmanship and finish complete.**

- b) One Completed works of similar nature costing not less than **Rs 5 Lakhs** 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 Govt. and published in Central/State Gazette.
- c) Part-II & Part-III to be filled by the vendor as per enclosed format.
- d) Shall have an average annual financial gross turnover of **Rs. 25 Lakhs** on similar works during the last three consecutive financial years ending 31<sup>st</sup> March 2023. Further, the financial price updating of 7% per annum shall be applied to the turnover of the Previous Years to bring them to 2022-23 Price Level.
- e) Photographic evidence of works/supplies executed must be attached.
- f) Shall not have incurred any loss in more than two years during the last three years ending 31<sup>st</sup> March, 2022.
- g) The firm/contractor must have its own workshop for fabrication of furniture and supply preferably in knockdown condition at site for assembly /as called for.
- h) The firms/contractors who don't have their registered office at Delhi/Gurgaon/Faridabad/Noida/Ghaziabad must have their functional/operational office/workshop in National Capital Region in operation for at least last two years for their works being done in NCR (two years as on 30<sup>th</sup> April 2023).
- i) Vendors are required to list at least 2-3 sites, where similar work has been done in last 5 years in Delhi-NCR region. Committee members shall visit the site for evaluation.

- j) The reputed firms shall preferably have valid registration in appropriate class for carrying out similar works with CPWD/PWD/MES/Railways/Other Govt/Statutory bodies/Reputed MNC/private agencies.
- k) The Tenderer shall preferably hold certifications of ISO:9001:2008; ISO 14001:2004; ISO18001:2007. BIFMA , Green Guard , SEFA 8M/10 certified.
- l) Must not have ever been blacklisted/barred by any organization/ body from tendering for public/private projects in India.
- m) Works/supplies may be awarded to one or more vendors depending on the Committee recommendations, specialization of the agency and capability of the firm at the sole discretion of the IITD and no claims on any such account would be entertained.
- n) The firm/contractor shall supply sample of chair at no extra cost for any/all items as per the scheme/specifications/as called for the approval as called for prior to opening of financial bids. Financial bids of the vendors whose samples are rejected will not be opened.**

**Signature of applicant(s)**



**PART-II - DETAILS OF ALL WORKS OF SIMILAR CLASS/ NATURE COMPLETED  
DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH 30.04.2023**

S. No.	Name of work/ project and location (Give brief of nature of work)	Owner or sponsoring organization and designation Name of officer signing agreement	Cost of works in crores of rupees Estimate d cost put to tender Tendered Cost	Stipulated date of start as per agreement Actual date of start	Stipulated date of completion Actual date of completion	Litigation/ Arbitration Pending / in progress with details*	Name and Address and Phone no. of officer to whom reference maybe made	Give brief reason for delay in execution	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\* Indicates gross amount claimed and amount awarded by arbitrator

**Signature of applicant(s)**

**PART-III: PARTICULARS OF CURRENT PROJECTS IN PROGRESS/AWARDED- PARTICULARS OF PROJECTS UNDER EXECUTION OR AWARDED**

S.No	Name of work/ project and location (Give brief of nature of work) Role in project (as main contractor or NSC, State name of main contractor)	Name of client Owner or sponsoring organization	Cost of works in crores of rupees Estimated cost put to tender Tendered Cost	Stipulated date of start as per <u>agreement</u> Actual date of start	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any and reasons thereof	Name and Address/ Phone no. of officer to whom reference maybe 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 over and that the information given is correct.

**Signature of applicant(s)**

## Confidentiality Agreement

Indraprastha Institute of Information Technology, Delhi (Institute) would like to invite you to submit a tender document for furniture works of IIIT-D Campus Work Contractor has to fill in the detail which may contain or involve information, which Institute considers confidential, trade secret, proprietary and/or sensitive.

In order to proceed, please acknowledge that you will regard and preserve as confidential, all information of Institute/Company, its parent, subsidiary and affiliated companies, as well as customers and Consultants of these companies, which is disclosed to, or otherwise obtained by you in whatever form, in connection with this matter. You agree to receive and maintain all such information in trust and confidence, and you will not, without first obtaining written consent, disclose to any person, company or enterprise, or use for your own benefit or the benefit of others (directly or indirectly), any such information. At any time and upon our request, you agree to either return or destroy the originals (and all copies) of such information, documents and/or materials, which are in your possession or under your control.

It should be emphasized that proceeding in this manner does not and will not create, convey or transfer any interest or rights and should not be construed to create a contractual relationship or otherwise obligate either party beyond the terms of this letter. Information will not be considered confidential, trade secret, proprietary or sensitive only to the extent that it is or becomes publicly available through no wrongful act of yours, or if you rightfully receive it from a third party, without restriction.

Please acknowledge your understanding and agreement with the contents of this Confidentiality Agreement by signing and returning this document with your proposal.

Accepted and Agreed To: On behalf Contractor / Firm (Applicant)

Signature with date	
Name & Designation	
Date:	

## **INFORMATION AND INSTRUCTIONS FOR APPLICANTS**

### **1. General:**

- 1.1 All Information called for in the enclosed forms should be furnished against the relevant columns in the Forms / tables. IF for any reason information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “Nil” or “No Such Case” entry should be made in the column. If any particular/query is not applicable in case of the applicants. It should be stated as “not applicable”. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear forms or making any change in the furnished forms / tables or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegrams or telex and those received late will not be entertained.
- 1.2 The application should be type written and each page stamped and signed.
- 1.3 Overwriting should be avoided. Correction if any should be made by neatly crossing out, initialing, dating, and rewriting. Pages of the tender document are numbered. Additional sheets if any added by the contractor should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.4 References information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent in case of Govt. Dept. / G.M. for Public Sector undertaking and owner in case of Private Company. If required the IITD team may also visit the site of completed works executed by you and /or workshop to ascertain the quality of works etc. This would be coordinated and facilitated by the applicant
- 1.5 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. No information shall be entertained after submission of tender document unless it is called for by the employer.
- 1.6 Any information furnished by the applicant found to be incorrect immediately or at a later date would rendered him liable to be debarred from tendering / taking up of work in the Institution.

### **2. Definitions**

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them
- 2.2 Institute means the IIT Delhi acting through Registrar /Chief Engineer/ Architects Applicant means the individual, proprietary firm, partnership firm, limited company, private public corporation.
- 2.3 “Year” mean “Financial Year” unless stated otherwise

### **3. Method of Application**

- 3.1 If the applicant is an individual the application shall be signed by him above his full type written name and current address
- 3.2 If the applicant is a proprietary from the application shall be signed by the proprietor above his full type-written name and the full name of his firm with its current address.
- 3.3 If the applicant is a firm in Partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding Power of Attorney for the firm. In this latter case a certified copy of the Power of Attorney should accompany the application. In both cases a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding Power of Attorney for signing the application accompanied by a copy of the Power of Attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

**4. Final Decision Making Authority**

The Institute reserves the right to accept or reject any application and to annul the tender process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

**5. Particulars Provisional**

The particulars of the work given are Provisional. They are liable to change and must be considered only as advance information to assist the applicant.

**6. Site Visit**

The applicant is advised to visit the site of work at his own cost and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

## CONDITIONS

1. The time allowed for carrying out the construction work will be 2 months from the 7<sup>th</sup> day after the date of written orders to commence the work.
2. The site for the work is available.
3. During execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
4. The Contractor shall be required to deposit an amount equal to 3% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in the form of fixed deposit receipt etc. within 4 days of the issue of letter of acceptance. The performance guarantee shall have the validity up to **30<sup>th</sup> June 2022**.
5. Tenderers are advised to inspect and examine the site and its surrounding at their own cost 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, means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risk, 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 charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at own cost all materials, tools and 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 specification of the work to be done, local condition and other factors having a bearing on the execution of the work.
6. The Accepting Authority (IIITD) does not bind himself to accept the lowest or any other tender and reserves to him/herself the authority to reject in whole or part, any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or for any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
7. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.
8. The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the tender shall be bound to perform the same at the rates quoted.
9. Tenders shall remain open for acceptance for a period of 60 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period for issue of letter of acceptance, whichever is earlier or makes any modification in the terms and condition of the tender which are not acceptable to the IIITD, then IIITD shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely besides black listing of the tenderer.

10. The notice inviting tender shall form a part of the contract document. The successful tenderer/contractor shall, sign the necessary contract documents consisting of the notice inviting tender, all the documents including additional conditions, specification and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof with any correspondence leading thereto within the time specified in the letter communicating the acceptance of the tender. In case of delay, the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the condition of contract even though the formal agreement has not been executed and signed within the specified time by the tenderer.
11. The work shall be carried out as per general conditions of contract for central PWD works 7/8 (Tender Contract) and form part of the agreement/document.
12. Contract is liable to be terminated by the IIITD without payment of any compensation, if subsequent to the acceptance of tender the contractor is black-listed by, or enters into partnership or employs any black listed contractor of the IIITD or any other department, or Govt. or its, undertakings.
13. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
14. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing/mail at the Employer's address indicated in the invitation to bid not later than 3 days before the Date of Submission of Tenders.  
Email- [admin-project@iiitd.ac.in](mailto:admin-project@iiitd.ac.in)
15. **Currencies of Bid and Payment:** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments will be invariably made in Indian Currency (Indian Rupees.)
16. **Protection of Environment and Other Laws:** The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
17. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and other local Acts/ Laws/ rules made there under, regulations, notifications and bye-laws of local authorities or any other law, bye-laws, regulations that may be passed or notification that may be issued in this respect in future by the State/ Local authority.

For and on behalf of

Registrar IIITD

**TENDER**

I/We have read and examined and understood 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 IITD 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 respect in accordance with, such conditions so far as applicable.

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

A sum of Rs..... Rupees ( )

has been deposited in demand draft of a scheduled bank issued by a scheduled bank as earnest money. If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director, IITD or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that Director, IITD 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 hereby declare that I / we shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall no communicate information / derived there from to any person other than a person to whom I / we am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated. ....

Witness:  
Address:  
Occupation:

Signatures of Contractor  
Postal Address



## LETTER OF SUBMISSION

The CE  
Indraprastha Institute of Information Technology, Delhi  
Okhla Phase-III  
(Behind Govind Puri Metro Station)  
New Delhi-110020.

I/We, the undersigned, have read and examined in detail, the specifications and all bidding documents and hereby declare that:

1. All the rates quoted in our proposal are in accordance with the terms and conditions as specified in the bid document. All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the date of opening of bid.
2. We do hereby confirm that our bid prices include all taxes/levies/GST indicated separately.
3. We hereby declare that if any tax law is altered, we shall pay the same.
4. The quoted rates are inclusive of ESI, PF and Green Tax no extra on such heads would be payable on such account.

### **Earnest Money**

We have enclosed EMD in the form of demand draft no....., dated \_\_\_\_\_ favoring IIIT, Delhi payable at New Delhi issued / drawn on \_\_\_\_\_ Bank for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Thousand only), as desired.

### **Deviations**

We declare that all the works shall be performed strictly in accordance with the technical specifications and other tender conditions with no deviations.

### **Qualifying Data**

We confirm that all information/data have been submitted as required in tender document.

We hereby declare that our proposal is made in good faith, without collusion for fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. I/We agree that in case any information is found to be incorrect the tender is liable to be rejected at any point of tendering process.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature and seal of Tenderer with name, designation and contact no.)

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Registrar, IITD for a sum of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The documents referred to below shall form part of this contract Agreement:-

- NIT
- Performa for Agreement
- Additional conditions.
- Special conditions
- Schedule of Quantities &
- Drawings
- General conditions of contract for CPWD Works-2012 with up to date correction slip

For & on behalf of  
Registrar  
IIT

Signature. ....

Dated.....

Designation.....

## **SCHEDULES**

### **SCHEDULE 'A'**

Schedule of quantities (Enclosed)

Enclosed

### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

NIL

### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

NIL

### **SCHEDULE 'D'**

Extra schedule for specific requirements/documents for the work, if any,

NIL

### **SCHEDULE 'E'**

Schedule of component *of* Cement, Steel, other materials, Labour etc. for price escalation.

NIL

### **CLAUSE 10 CC**

Component of Cement - expressed as percent of total value work,

N/A

Component of Steel-expressed as percent *of* total work.

N/A

Component of civil (except cement & steel) / Electrical construction Materials-expressed as percent of total value of work.

N/A

Component of labour-expressed as per cent of total value *of* work.

N/A

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

N/A

### **SCHEDULE 'F'**

Reference to General Conditions of contract.

**Name of Work: Fabrication Supply and Installation of class room chairs with folding tablets at R & D Block in IIITD Campus at Okhla III New Delhi. 110020.**

- i. Earnest money: Rs. 25,000/-
- ii. Performance Guarantee: The contractor, for due and faithful performance of the Contract, shall obtain and submit to the Owner such security of 3% of the Contract Value within 7 days after the receipt of the Letter of Acceptance, in the form of BG Performa as appendix to tender from a scheduled Bank /FD providing such security shall be subject to the approval of the Owner. The cost of complying with the requirement of this Clause shall be borne by the Contractor.

**Period of Validity of performance Bond:** The performance bond shall be valid as at Conditions Cl 4 and till the Contractor has executed and completed the Works in accordance with the Contract. This security shall be returned to the contractor within 14 days of the issue of the said Completion Certificate.

**Claim under Performance Security:** Prior to making a claim under the performance security the Owner shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

**Security Deposit/ Retention money** shall be two and half percent (2.5%) of the value of executed works and will be deducted from each and every payment made to the contractor against running account bill submitted for the work done at site.

- iii. **Defect Liability period:** 12 months from date of completion.
- iv. **Liquidated damages:** In case of delay on account of reasons attributable to the Contractor Liquidated Damages shall be levied. The amount of Liquidated Damages payable by the Contractor to the Employer would be 0.25% of the value of order for each calendar day of delay subject to a maximum of 5% of the value of order after which Employer reserves the right to terminate the contract without prejudice to the rights of the Employer.

General Rules & Direction:

Officer inviting tender: Registrar IIITD

**Definitions**

2(v) Engineer-in-Charge	CE
2(viii) Accepting Authority	Director IIITD
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates (Civil and Electrical)	DSR-2021
2(xii) Department	IIITD
9(ii) Standard CPWD contract Form	CPWD form 8 -2010 with up to date correction slips.

<b>Clause 1</b>	
(i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance	7days
(ii) Maximum allowable extension beyond the period (Provided in (I) above)	7days
<b>Clause 2</b>	
Authority for fixing compensation under clause 2.	Director IIITD
<b>Clause 2A</b>	
Whether clause 2A shall be applicable	No
<b>Clause 5</b>	
Number of days from the date of issue of letter Acceptance for reckoning date of start	7 days
Time allowed for construction	2 months
<b>Clause 6, 6A</b>	
Clause applicable - (6 or 6A)	Clause 6A
<b>Clause 7</b>	
Gross work to be done together with net payment /adjustment or advance for material collected, if any since the last such payment for being eligible to interim payment.	Rs 7.5 Lakhs.
<b>Clause 10A</b>	
List of testing equipment to be provided by the contractor at site lab.	As required
<b>Clause 10 B (ii)</b>	
Whether Clauses 10B (ii) (iv) shall be applicable	Yes
-----do-----10B(iii) -----	No
<b>Clause 10CA Escalation</b>	
<b>Clause 10CC Escalation</b>	<b>Not Applicable</b>
<b>Clause 11</b>	
Specification to be followed for execution of work	CPWD Specifications 2007, Part I & II with Up-to-date correction slips
<b>Clause 12</b>	
Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work	100%
<b>Clause 16</b>	

Competent Authority for deciding reduced rates.

Director IIITD

**Clause 17**

Contractor liable for Damages defects during Maintenance period

Applicable

**Clause 18**

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

As per the site requirement.

**Clause 36(i)**

Requirement of Technical Representative (s)

As per requirement.

**Clause 25**

Arbitration Clause

As per special conditions

## SPECIAL CONDITIONS

1. In the event of the tender being submitted by a firm, it must be signed by a person duly authorized through a power of attorney issued by all the partners and a certified copy of the power of attorney should be enclosed with the forwarding letter or separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so and such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian partnership Act.

Each and every signature given shall be separately witnessed. A Contractor or a contractor who himself / themselves has/have tendered or who may tender for the work shall not witness the tender of another person for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tenders liable for summary rejection.

2. The conditions for item rate tender only will be applicable as given in general conditions of contract for central PWD works 2014. As mentioned there in also, in event no rate has been quoted for any items leaving space bolts in figure (s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other item(s) and rate for such items will be considered as zero and work will be required to be executed accordingly.
3. Rates quoted as percentage below/above in the tender will be summarily rejected.
4. It must be understood that the work has to be completed as per the time provided in the contract and as such time is the essence of the contract.
5. The quantities furnished in the bills of quantities are only probable quantities liable to alternation by omission, deduction or addition, and it would be clearly understood that the contract is **not a lump sum contract** and the IITD do not, in any way, assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of work authorizedly done and measured at the accepted rates. No claims due to change in quantities (+ or -) will be entertained. The drawings, forming parts of complementary installations work specifications and the bills of quantities, of the contract, are explanatory of and are to one another, representing together the works / to be carried out. If neither the drawings nor the specifications nor the accepted bills of quantities include any part/parts the intention to include which is nevertheless clearly inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the contractor at no extra charge. Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bills of quantities and not found in the others will be equally binding as if it were contained in each of them.
6. No alterations, which are made by the tenderer in the drawings, specifications, conditions or probable quantities accompanying this notice will be recognized and if any such alterations are made the tender, will be invalid. Conditional tenders will however be liable for rejection.
7. The tenderer must obtain for himself on his own responsibility and at his own expense all the information necessary, including risks, contingencies and other circumstances to enable him to make a proper tender and to enter into a contract with the IITD. He must examine the drawings, specifications, conditions and so on and must inspect the site of work, examine the nature of the ground and the subsoil (so far as is practicable) and acquaint himself with local conditions, means of access to the work, storage facilities or areas for staff colony, the nature of the work, in fact all matters pertaining thereto before he submits his tender.

8. The tenderer shall also bear all expenses in connection with the preparation and submission of his tender and attendance for subsequent negotiations/clarifications.
  - (I) Omission, neglect or failure on the part of the tenderer to obtain requisite and reliable information on any matter affecting his tender, the contract and the construction, completion, maintenance, (dismantling and disposal) of the work shall not relieve the tenderer whose tender is accepted from any liability in respect of the contract.
  - (II) The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the contract.
9. The Contractor, upon award of work, shall furnish the following details for the approval of the Engineer in charge:
  - 9.1. The makes and types of PLPB/ plyboard, ply wood/soft board/Al/Steel , hardware fittings, materials, subject to the makes and type stipulated in the specifications, which he proposes to use in the work.
  - 9.2.. The details of licenses granted to him and/or to professional qualified and/or licensed technical personnel on his staff who will be engaged on the work (and submit, if called for, the licenses for inspection by the Officer in charge in consultation with Engineer in charge).
  - 9.3. Only approved agencies/ skilled workers shall be deployed to carry out requisite specialized items of work. The Officer/ Engineer in charge's decision in consultation with Architect's/ in this regard shall be binding to all the parties concerned.
  - 9.4 The IITD reserves its right to award the contract in part or whole .
10. The rates quoted in the bills of quantities shall unless specified otherwise will be for all heights, depths deemed to be for finished work in-situ/ item by item as provided for, and shall include cost for all necessary material and labours, all necessary tools and plants and machinery, sheds, marking out, clearing site, etc. and for all taxes, octroi, excise, VAT works contract and any other tax or duty levied by Government, Central or Local, Green Tax, ESI and PF. or Local Authority if any as applicable. The GST indicated separately, if any as applicable.
  - 10.1. The rates shall be firm and not be subject to any variations in exchange rates, in taxes, duties etc. in railway freight/ material/POL and the like including labour conditions, etc. The rates are not subject to escalation.
11. It will be the sole responsibility of the contractor to procure all the equipment's/ materials and other materials required for the work.
12. The IITD further reserves the right to delete or reduce/increase at any time, any section of the bills of quantities with out assigning any reasons whatsoever there for and no claim will be entertained in this regard.
13. The tenderer whose tender is accepted is bound to execute formal agreement with the IITD within one week of the date of intimation of award of work in accordance with the draft agreement which will include conditions of tender, form of tender (general conditions of contract for central PWD works 2014), Articles of Agreement, Bills of quantities, Conditions of contract, Special conditions if any, the drawings and specifications, but his liability under the contract shall commence from the date of written order to commence work whether the formal agreement is drawn or not. The Contractor shall bear all expenses in connection with the execution of the said agreement



including fees for stamping and registration of documents as required.

14. The Security Deposit will bear no interest what so ever until the date of release.
15. a) The contractor, upon award of work, shall submit a memorandum of procedure giving the outline of his general scheme, programme and time table, in the form of a chart that shall be scrutinized and approved (with modifications as necessary), which shall become the approved programme for execution. The approved programme shall be the basis for assessment of comparative progress under the relevant conditions of contract.  
  
(b) Over and above, the contractor has to supply programme chalked out showing important milestones to be achieved and the progress actually achieved compared with, the target of the same in the programme and shortfall, if any planned for being made up in the programme for next month.
16. (a) The work in general shall conform to the CPWD Specifications 2007 with up to date correction slips & any other latest civil specification published by CPWD, New Delhi and the "Specifications for works".  
(b) In case items not covered by the general specifications referred above, reference shall be made to the appropriate I.S. Code.  
(c) Should there be any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of quantity, the latter shall prevail, which will be as per the relevant drawing.  
(d), In case of any work for which there is no specification in I.S. specifications or in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by the Engineer in charge.
17. On acceptance of the tender the Contractor shall in writing and at once inform the IIITD and the Architects the name of his accredited representative(s) who will be responsible to take instructions from the Architects / Officer in Charge.  
The work of any part of it shall not be transferred, assigned or sublet without the prior written consent of the IIITD.
18. The Contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies / specialists / interior designers / consultants as may be employed by the Architects / Project Management Consultant/ Officer in Charge on other works / sub-works in connection with the project/scheme of which this work forms a part.
19. The Contractor shall get the necessary insurance done for their personal employed/ company insurance, third party insurance, marine insurance, all risk insurance or any other insurance as required.
20. The Contractor is required to comply with all Acts of Government relating to labour, safety, environment and other Rules and Regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the appropriate Authorities.
22. **Delay and extension of time**  
If in the opinion of the Architect/PMC/Owner the Work is delayed:
  - a) By force majeure, or
  - b) By reason of any exceptionally inclement weather, or

- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default, or
- d) By the works or delays of other Contractor or tradesmen engaged or nominated by the Owner or the Architect/PMC and not referred to in the Schedule of Quantities and/or Specification, or
- e) By reason of Architect's/PMC/Owner Instructions to delay work, or
- f) By reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building traders, or
- g) In consequence of the Contractor not having received in due time necessary Instructions from the Architect/PMC/Owner for which he shall have specifically applied in writing,
- h) Then the Architect/PMC/Owner shall make a fair and reasonable extension of time for completion of the Contract Work; in case of such strike or lock-out the Contractor shall, as soon as may be, give written notice thereof to the Architect/PMC/Owner, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the work.

**23.** Failure by Contractor to comply with Architect's Instructions  
 If the Contractor after receipt of written notice from the Architect requiring compliance fails within ten days to comply with such further drawings and/or Architect's Instructions the Owner with the consent of the Architect may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor.

**24. Termination or Abridgment of Contract by the Owner**

- a) If the Contractor being an individual or a Firm commit any 'Act or Insolvency' or shall be adjudged an Insolvent or being an Incorporated Company or Society shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Architect, or
- b) If the Contractor (whether an individual, Firm, Incorporated Company or Society) shall suffer execution to be issued, or
- c) Shall suffer any payment under this Contract to be attached by or on behalf of any or the creditors of the Contractor, or
- d) Shall assign or sublet this Contract without the consent in writing of the Architect/PMC first obtained, or
- e) Shall charge or encumber this Contract or any payments due or which may become due to the Contractor there under, or
- f) If the Architect/PMC shall certify in writing to the Owner that the Contractor:
  - i. Has abandoned the Contract, or
  - ii. Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Architect/PMC/Owner written notice to proceed, or
  - iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

- iv. Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Architect written notice the said materials or work were condemned and rejected by the Architect under these conditions, or
  - v. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
  - vi. Has to the detriment of good workmanship or in defiance of the Architect's/PMC Instructions to the contrary sub-let any part of the Contract,
25. Then and in any of the said cases the Owner with the written consent of the Architect/PMC may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without hereby affecting the powers of the Architect or the obligations and liabilities of the Contract the whole of which shall continue in force as fully as if the Contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. The costs of these works are therefore recoverable from the Contractor. And further, the Owner under instructions of the Architect, by his Agents or servants may enter upon and take possession of the works and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the Work, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the Work. When the Work shall be completed or as soon thereafter as convenient the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, Owner shall sell the same, and shall give credit to the Contractor for the amount realized. The Architect shall thereafter ascertain and certify in writing what (if anything) shall be due or payable to or by the Owner for the value of the said plant and materials so taken possession of by the Owner and the expense or loss which the Owner shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may be, and the certificate of the Architect shall be final and conclusive between the parties.
26. If at any time after the commencement of the work the Owner shall for any reason whatsoever not require the whole thereof, as specified in the tender, to be carried out, but need to abridge the Contract, the Owner shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation which he might have derived from the execution of the work in full, but which he did not derive in consequence of the whole amount of the work not having been carried out. The Contractor shall in this case, however, be entitled to payment for the work already executed by him in accordance with the agreed rates. The Owner shall also take over all building materials as might have been ordered for the work, but orders for which cannot be canceled, if delivered within a reasonable time, and shall pay for them at cost price. The Contractor shall also be allowed to remove his tools and plants from the site.
27. Termination of Contract by Contractor
- a) If payment of the amount payable by the Owner under Certificate of the Architect/PMC for beyond two months from date of issue of certificate due to reason not attributable to the contractor.

- b) The Owner commits any ‘Act of Insolvency’, or
- c) If the Owner (being an individual, or firm) shall be adjudged an Insolvent, or (being an Incorporated Company or Society) shall have an order made against him or pass an effective resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Assignee or the Owner shall repudiate the contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to become due there under and, if required by the Contractor, to give security of the same, or
- d) If the works be stopped for three months or more under a continuous spell under the order of the Architect /PMC or the Owner or by any injunction or other order of any Court of Law,

**28.** Then and in any of the above said (Clause 28) cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Owner, through the Architect, and he shall be entitled to recover from the Owner payment for all works executed and cost of the material supplied and lying at site for the purpose of the Contract as on the said day of the termination. No other claim for idle labour, loss of overheads, profits shall be entertained nor shall any other claim on account of the delay in completion of the work /availability of site/ unwarranted conditions whatsoever shall be tenable, even if it is caused by circumstances beyond the Contractor’s control.

**29. Procedure for Settlement of Disputes**

**29.1 Engineer’s Decision**

If a dispute of any kind whatsoever arises between IIT-Delhi and the contractor in connection with, or arising out of, the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after any repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the engineer, the matter in dispute shall, in the first place, be referred in writing to the engineer, with a copy to all parties. Such reference shall be made within one (1) month of arising of any such dispute and state that it is made pursuant to this clause. No later than one (1) month after the day on which he received such reference the engineer shall give notice of his decision to IIT-Delhi and the contractor. Such decision shall state that it is made pursuant to the reference under this clause.

Unless the contract has already been repudiated or terminated, the contractor shall in every case, continue to proceed with the works with all due diligence and the contractor and IIT-Delhi shall give effect forthwith to any / every such decision of the engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award. If either IIT-Delhi or the contractor be dissatisfied with any decision of the engineer, or if the engineer fails to give notice of his decision on or before one (1) month after the day on which he received the reference, then either IIT-Delhi or the contractor may within a further period of one (1) month from the day on which it / they receive(s) the notice of such decision, or on the day on which the said period of notice of / for decision expired, as the case may be, give notice to the other party, with copy for information to the engineer, of its / their intention to commence arbitration. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and no arbitration in respect thereof may be commenced unless such notice is given. If the engineer has given notice of his decision as to a matter in dispute to IIT-Delhi and the contractor and no notification of intention to commence arbitration as to such dispute has been given by either IIT-Delhi or the contractor as herein provided, the said decision shall become final and binding upon IIT-Delhi and the contractor.

## **29.2. Amicable Settlement**

Where notice of intention to commence arbitration as to a dispute has been given in accordance with sub-clause 22.1, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after one (1) month from the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made or result achieved.

## **29.3. Arbitration**

Any dispute in respect of which:

- a) the decision, if any, of the engineer has not become final and binding pursuant to the first sub-clause above,
- b) amicable settlement has not been reached within the period stated in the second sub-clause above, shall be finally settled, unless otherwise specified in the contract, by arbitration to be held in New Delhi in English, under the provisions of the Arbitration and Conciliation Act 1996, including any statutory reenactment(s)/ amendment(s) thereof and Rules made thereunder, by the arbitrator. The Director of the Institute shall appoint one person as the sole arbitrator. Either party shall be limited in the proceeding before such arbitrator to evidence or arguments put before the engineer for the purposes of obtaining the said decision pursuant to the first sub-clause herein. No such decision shall disqualify the engineer from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute. Arbitration proceedings shall not be commenced prior to the completion of the works, unless any major pre-requisite criticality is discerned by the arbitrator, and the obligations of IIT-Delhi, the engineer and the contractor shall not be altered by reason of the arbitration. The works shall not be stopped on account of the said process of arbitration and the contractor shall not be relieved of his responsibilities for the completion of the work under any circumstances whatsoever.

## **29.4. Contractor to provide everything necessary**

The Contractor shall provide everything necessary for the proper execution of the Work according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specification he shall immediately and in writing refer the same to the Architect who shall decide which is to be followed.

## **29.5. Materials and Workmanship to conform to Descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specification and in accordance with the Architect's Instructions, and the Contractor shall upon the request of the Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Architect may require.

## **29.6. Assignment and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part share thereof or interest therein without the written consent of the Architect, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the Work during its progress.

**29.7. Removal of improper work**

The Architect shall, during the progress of the Work, have the power to order the removal, from the Site or works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specification or the Instructions of the Architect, the substitution of proper materials, and the removal and proper re-execution of any works executed with materials or workmanship not in accordance with the Drawings, Specifications or Instructions and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Owner shall have the power to employ and pay other persons to carry out the same, and all expenses consumed thereon or incidental thereto as certified by the Architect shall be borne by the Contractor, or may be deducted by the Owner from any moneys due or that may become due to the Contractor.

## **ADDITIONAL CONDITIONS**

1. General conditions of contract for Central PWD Works 7/8 (Tender of Form) shall be part of the agreement.
2. The work shall be carried out strictly as per CPWD specifications 2007, Part I & II with up to date correction slips. Wherever no specification is available in the above said document, drawings and specifications supplied with bill of quantities shall be applicable
3. The Contractor shall have to clear the site for the work of all overlying rubbish /garbage/dumped refuse material prior to commencement of the work in case required at no extra cost. The contractor shall take approval from the Engineer /Officer in Charge in writing for collection and stacking of materials.
4. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD Works.
5. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
6. Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly keep the site clean around the building to the satisfaction of the Engineer- in-Charge.
7. The preference of the codes will be IS codes.
8. The rates are inclusive of all staging, material and labour as required for the works. The items in the bill of quantities include all the materials, labour, and installation, complete as a finish items unless otherwise stated.
9. Unless specifically mentioned otherwise, quoted Rates shall be deemed to include work to be carried out at all curvatures, heights, depths, inclinations and locations, and in wet/foul locations, as and when they are encountered. The rates quoted for the various works as specified in the Priced Schedule of Quantities are work in all types of soils/rock and prevailing Site conditions including earth work, excavation, shoring, execution of various other items of work, i.e., laying of pipes, joining, concreting, masonry, plastering, etc. in and under water and dewatering as required. Nothing extra is payable on this account.
10. All security precautions shall be taken during dismantling work. The site shall be fenced /barricaded with suitable material during construction period .No payment shall be made for fencing/barricading work. Fencing/barricading shall be done immediately after possession of site and shall be removed after completion of construction period
11. No space on site/otherwise for labour huts shall be provided by IITD, cost of same shall be borne by contractor.
12. The general condition of contract for Central P.W.D. Works has reference of various laws /acts /rules. The settlement of any disputes and arbitration, only Indian arbitration and conciliation act 1996 shall be applicable.

13. In case any specific brand of material has been specified either the same brand or of approved make of same specifications shall be used. The contractor shall take approval in advance for all such materials.
14. The contractor should take utmost care to avoid any damage to the existing flooring, electrical works/cables, telephone cables, false ceiling, sprinkler system, fire alarm etc. in place. In case of any damage, it would be the responsibility of the contractor to restore the same immediately.
15. The contractor may have to carry out the works in odd hours of day and night as per academic schedule of the Institute and no extra charges shall be payable.
16. The works may have to be suspended from time to time as per academic requirements. No extras/escalation will be payable except for suitable extension of time of upto time as per GCC of the CPWD.
17. All protocols/guidelines for preventing spread of Covid 19/ Cov2 SARS virus strains need to be followed by the Contractor/s as per Govt. / IIITD authorities Guidelines issued from time to time.
18. Necessary guidelines for Environmental Protection as per local /State Govt/ Central Govt Authorities as applicable shall be followed by the Contractor/s. Extension of time will be granted as justified without any financial implications.

**CORRIGENDUM TO FORM 7/ 8 / 9 (CPWD) MUST BE READ ALONG WITH THE PAMPHLET**

S.No	FOR	READ
1	Government of India/Owner	Indraprastha Institute of Information Technology Delhi
2	C.P.W.D. or Government or Department	Indraprastha Institute of Information Technology Delhi
3	CPWD -7/8/9	CPWD 7/8/9
4	President / President of India	Chairman ,BOG,IIITD
5	Chief-Engineer	Director ,IIITD
6	Superintending Engineer	CE, IIITD
9	Administration Head	Registrar ,IIITD
11	CPWD Code, Paragraph '90	Shall be applicable to IIITD works
12	DSR'2007	Shall be applicable to IIITD works
13	CPWD specifications 2007 part - I& II	Shall be applicable to IIITD works
14	DSR (Internal) 2007 for Electrical works	Shall be applicable to IIITD works
15	CPWD specifications (Internal) 2007 for Electrical works	Shall be applicable to IIITD works
16	DSR External 2007 for Electrical works and specifications	Shall be applicable to IIITD works
17	Provision of Section 12 Sub-Section (i) of the works man compensation	Shall be applicable to IIITD works
18	CPWD safety Code framed from time to time	Shall be applicable to IIITD works
19	CPWD maternity benefits to labour	Shall be applicable to IIITD works
20	Model Rules of the protection of health and sanitary appointment for workers employed by CPWD	Shall be applicable to IIITD works
21	CPWD contractor labour Regulations	Shall be applicable to IIITD works



## **SPECIFICATIONS:**

### **1. GENERAL:**

- 1.1. Without forgoing the requirements of the conditions of Tender and the Conditions of Contract the works in general shall conform to the "Specifications 2007" published by CPWD, New Delhi and the "Specifications for works" stated in this tender. In case items not covered by the general specifications referred above, reference shall be made to the appropriate I.S. Codes. If there is any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of quantity, the latter shall prevail. In case of any work for which there is no specification in I.S. specifications in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by the Engineer-in-charge. The term Officer in Charge appearing in the specifications shall mean supervisor and be in Charge of the work or his authorized representative as the context may demand. All corrections to "Specifications 2007" or latest revisions of I.S. Code/ Specification shall be deemed to apply to this contract.
- 1.1.1. Materials bearing ISI certification mark certification shall be given highest preference for use in the works. Where the Contractor is required to do, perform, execute (etc.) any work or service or the like, it shall be deemed to be at his own cost. Absence of terms providing, Supplying, installing, fixing, etc. shall not even remotely entitle the Contractor to any additional payment there for
- 1.1.2. The rates accepted in the Schedule of Quantities apply to all floors, heights, depths, leads, lifts, spans, sizes, shapes, locations, etc. unless a distinction has been included in the very Schedule.
- 1.1.3. The Specifications and the Schedules may have been divided into various sub-heads for convenience only. This does not limit applicability of one to the other nor does it absolve the Contractor of his responsibility to complete any trade / item of work as reasonably inferred from one or more of such sub-heads.
- 1.1.4. The Schedule of Quantities is not necessarily based on "Schedule of Rates - Delhi 2007 or any of its later/ earlier versions. Hence the Schedule of Quantities shall be read and construed according to explanations given herein and intentions gathered there from. A mere parallel drawn form the said Schedule of Rates shall therefore not form a basis for a variation and, or additional payment.
- 1.1.5. All work under this contract is deemed to be performed above subs soil water level. However, removal of water collected from rains and the like shall be treated as part of contractual risk/obligation.
- 1.1.6. Screws, bolts, nuts, washers, hold fasts, lugs, anchors, clamps, plugs, suspenders, brackets, straps and fasteners of the like are deemed to be included in the rates of various items unless the Schedule of Quantities expressed a different intention.
- 1.1.7. Resetting any displacements, making good holes/chases and such other incidental jobs are included in rates of respective items for which these are required.

### **2. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:**

In general, drawings shall indicate the dimensions, positions and type of construction, the specifications shall stipulate the qualities and the methods and performance criteria, and the schedule of quantities shall indicate the provisional quantities and the rates for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of contradictory requirements between specifications and schedule of quantities, the requirements given in the schedule of quantities shall prevail. Special conditions being mainly an amplification of General Conditions, they shall be read in conjunction with each other.

Work indicated on the drawings and not mentioned in the schedule of quantities or specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

**3. Sample Approvals**

- a. A pre-delivery inspection may be undertaken by the IIITD representatives at the place of manufacture of the suppliers works / sites of installation of similar works. If required, inspections at various stages of manufacturing can also be undertaken by the IIITD representatives at supplier's workshop and contractor should not have any objection for the same. The time taken for inspection is inclusive of the scheduled completion time of the delivery & placing. If there are any issues, regarding quality of materials, the IIITD reserves right to get the material tested and the contractor has to bear all expenses towards transportation, testing charges, etc.
- b. Each of the supplied items must conform to the sample shown by the bidder for evaluation that has been approved. If the technical committee observes that the quality of the supplied items appears to be lower than the sample provided and initially approved, then randomly selected supplied items will be subjected to further third party testing at the Sri Ram Test Laboratories, New Delhi or any other NABL accredited laboratory. Vendor will bear all the cost of the test. Negative report may lead to cancellation of Supply order/Work Order, forfeiture of Performance Bank Guarantee and necessary legal action under relevant clauses of IPC.

**4. Defect Liability period: Warranty**

The contractor shall provide 12 months Warranty (on site and comprehensive) on all items from the last date of placing and shall be responsible for any defects that may develop in the furniture. They shall also have to replace any defective part of the product supplied and other accessories, without any exception and recourse without any extra cost.

The contractor is responsible for all packing, unpacking, assembly, placing of units and upto the directed floor /location. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all placing sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing/replacing of defects shall be done by the contractor under defect liability conditions without any additional expenses to the Institute.

**5. Payment Terms**

- a. Each invoice should be submitted in duplicate clearly specifying contract no, goods description, quantity, unit price, total amount along with warranty certificate, etc.  
Payment for Goods and Services shall be made by Institute in Indian Rupees as follows:
- b. **Mobilization Advance:** NIL
- c. **Payment :** Payment will be made against actual supplies as specified in the delivery schedule.
  - i) 70% of the payment will be made on delivery at site and receipt of the invoice thereof.
  - ii) 30% of the payment will be made after the assembly and installation in place and site clearance.
- d. **SECURITY RETENTION @2.5%** (five percent) shall be retained from gross value of each bill towards security deposit.

- e. Payment due to Variation in Prices of Materials after receipt of tender.  
There will be no Variation in Prices/Rates of any Items of work, and the prices shall remain firm during the currency of the Contract and for the extended period of Contract, if any.

**6. Delay and Non-Conformance of supplies**

- a. If the contractor fails to supply and place any or all of the goods within the period specified in the Work/ Supply Order, Institute shall without prejudice to its other remedies under the Purchase Order/Work Order deduct from the contract price, as liquidated damages a sum @ 1% per week of delay, for delay until actual delivery for reasons attributable to the vendor. The penalties will be maximum of 5% of the contract amount/awarded value.
- b. In case of extraordinary delay, the Institute reserves the right to terminate the contract without any liability to cancellation charges and encash the Performance Guarantee. The supplies would be thereafter procured from any other vendor at the Risk and Cost of the vendor for the short supplies.

**7. Services during warranty period**

- a. The maximum response time for maintenance complaint during warranty period (i.e. time required for contractor's maintenance engineer to report at the placing after a request call/email /telegram is made or letter is written) shall not exceed 02 days.
- b. The period for correction of defects in warranty period is 03 days.
- c. In case the rectification of defects is not carried out within 03 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable up to a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the Institute at the risk and cost of the contractor. The cost of the repairs along with the penalty of 100% shall be recovered from the payment withheld with Institute and the balance amount, if any, will be paid to the contractor after completion of warranty obligations.

**8. Substitution and Wrong Supplies**

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be removed by the contractor at his own risk and cost.

**9. Insurance, Freight and Deliveries**

- a. The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by Institute in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits, octroi, duties, green tax etc. as applicable. These shall be included in rates and no extra shall be payable on such account.
- b. The contractor will keep Institute informed about changes, if any, in various stages of deliveries/ placing.

**Special Note**

**Though every care is taken while preparing this document to cover all necessary matters, specifications, general conditions, special conditions, provisions for smooth and complete execution of work, however in case of any omission in the tender/ contract document, latest correction slips of General Conditions of Contract for CPWD Works 2014 will be the reference manual but not in supersession to aforesaid conditions.**

**AGREEMENT**

AN AGREEMENT is made this \_\_\_\_\_ BETWEEN the Registrar for  
and on behalf of IIT Delhi, Okhla Industrial Area, Phase III, New Delhi 110020 ,and with its registered  
office at Okhla Phase III , New Delhi 110020,

WHEREAS the Authority has, under tender Notification No. -----

\_\_\_\_\_  
WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender  
document page ---- to \_\_\_\_\_ and has represented that in conformity with his / its obligation contained in the  
tender as modified by the correction slips and corrigendum contained he / it shall carryout the same truly,  
faithfully and honestly.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum  
contained in the tender as modified as well as the letter of acceptance Issued party No.1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year  
referred to above.

Date: \_\_\_\_\_

At New Delhi.

Signed by \_\_\_\_\_

Party No.1

Party No.2

\_\_\_\_\_  
WITNESS

1. \_\_\_\_\_ Party No.1

2. \_\_\_\_\_ Party No.2

**GENERAL INSTRUCTIONS FOR SITE VISIT**

I, \_\_\_\_\_, aged \_\_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by \_\_\_\_\_ (name of tenderer) (“Tenderer”) to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

The Tenderer confirms that the Tenderer has duly undertaken the visit of the proposed project site of IITD located at Okhla Phase III , New Delhi,.

The Tenderer has inspected and examined its surroundings and has satisfied itself about the site conditions and site logistics. The Tenderer confirms that it is aware of the ground conditions and nature of the site, means of access to the site and the accommodation area required for establishing the labour camp. The Tenderer agrees and confirms it shall be solely responsible for arranging and maintaining the aforementioned at its own cost including 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.


The Tenderer confirms and agrees that the submission of the tender implies that the requisite site visit has already been undertaken and that the Tenderer has acquainted itself with the local conditions and other factors having a bearing on the execution of the Work.

DEPONENT  
VERIFICATION

I, \_\_\_\_\_, aged \_\_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT

**SCHEDULE OF QUANTITIES (BOQ)**

S.N O.	DESCRIPT ION	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT	<b>(PHOTOGRAPH IS ONLY FOR GUIDANCE). COMPLETE UNIT AS PER DIRECTION AND SATISFACTION OF ENGINEER IN-CHARGE.</b>
1	Fixed Class Room Chair with folding Writing Tablet	Providing and placing low back cushioned chair fastened to floor in layout as per drawing. The seat & back are made of Hot pressed 12mm thick wooden ply upholstered with Foam density 40+/-2 kg/m3 in seat and 32kg/m3 in back & leatherite/Fire resistant Fabric tapestry. Self-Positioning mechanism will be provided. The foldable writing tablet in L- Shape made of Hot pressed 12mm wooden ply with PVC edge bending and lamination at top and bottom will be provided on one side of chair and single armrest on the other side. Writing tablet supported by frame made of CRCA pipe dia duly anchored at multiple points, to the ply capable of taking minimum 60kg load, 25.4mm x 1.6mm thick, Powder coated thickness 50- 60 micron thick. The pedestals shall be made of HR steel 8mm thick welded to 100 mm dia, 2.9 mm thick vertical Pipe, powder coated with base grouted to the floor with Fastener (Hilti) including chemical grouting as required. Seat size shall be- 18" (W) x 19"(D) and back height shall be 17" from seat. Cost to include for drilling holes , anchor fasteners , chemical grouting making good any crack/breakages in wall/ floor owing to the works. The Chair Items shall conform to BIFMA and Green product norms. A min of 5 % chairs must have writing tablets to meet requirement of left hand user students.	250	Nos.			
		<b>Total Amount</b>					
		<b><u>GST@ 18%</u></b>					
		<b>Total Amount with GST</b>					
		<b>Note: All rate to be inclusive cost of Sample, Transportation, Labour, Materials etc. as required for satisfactory completion of work. OEM manufacturers or authorized distributors / dealers of reputed Indian brands such as Godrej Interio/ Geeken /AFC/featherlite/ Steelcase/Durian</b>					

## List of Approved Makes\*

1	Pre laminated particle board	Merino, Action Tesa, Greenlam
2	Plyboard	Merino, Euro, Green
3	Hardware	Blum, Hettich, Hafele
4	Fabric ss	Response fire rated fabric (certificate to provide for fire rating )
5	Foam	Sleepwell, Kurlon
6	Wood	1st Class Teak wood, Maple/Beech Wood
7	PVC edge bending	Rehau

### SPECIFICATIONS

i)	All vendors need to make Mock up (One Chair) as per direction of Client if required (Mock up will not be paid for in case of rejection)
ii)	Drawings enclosed are for tender purposes only. The contractor is to submit shop drawings for furniture items in the BOQ for issue of GFC/go ahead before mass production .
iii)	Size of the furniture can be revised 50 - 100mm as per site conditions or as required by Client / Architect without any impact on the price
iv)	All materials & finishes to be approved by Client/Architect before procurement
v)	The Client can remove or add any furniture item in the BOQ / Tender at any time after finalization of L1.
vi)	Client has the final authority to select or reject of any tender/material/sample / product.
vii)	<b>THICKNESS OF POWDER COATING/CHROME PLATING/PIPES</b>
	Powder coat thickness- 60+/- 10 micron thick (with 10 tank process)
	Chrome plating thickness- 12+/- 2 micron thick.