



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

An Institute of National Importance by Act of Parliament
Deoghat, Jhalwa, Allahabad-211012 (U.P.) INDIA

Ph.: 0532-2922025, 2922067, Fax : 0532-2430006, Web : www.iiita.ac.in, E-mail : contact@iiita.ac.in

Ref. No. : IIIT-A/DR(S&P)/PW/402/2016
Date: 21st December, 2016


Tender Notice

Painting work of Hostel Buildings at IIIT-Allahabad

1. The aforesaid tender documents contain of the following papers as attached herewith :-

a)	Instruction to bidder	One copy
b)	N.I.T.	One copy
c)	General Conditions of contract	One copy
d)	Technical Specifications	One copy
e)	Financial Bid (to be submit separate sealed envelopes)	One copy
f)	Declaration about Permanent Account Number (PAN)	One copy
g)	Observance of labour laws and contact liability	One copy
h)	Declaration	One copy
i)	Letter of undertaking	One copy
j)	Proforma of Bank Guarantee	One copy

2. Bidders are requested to fill up the above Two Bid tender duly sealed may be dropped in the tender box placed in the office of the Deputy Registrar (S&P) upto **24/01/2017 upto 12:00 /Noon.**
3. Issue of bid documents does not automatically imply that the bidder is qualified for the subject tender. IIIT-A reserves the right to reject the bid in case it is received late during the evaluation of bid.
4. All the documents submitted along tender bid must be signed and stamp on the each pages by the authorized signatory.


(Dr. Seema Shah)
Deputy Registrar (S&P)


Contractor/Tenderer

INSTRUCTIONS TO BIDDER

Bidder is requested to read carefully the following and comply:

1. These instructions are over and above the instructions contained in the enclosed set of tender documents.
2. Bidder must fill the letter of Undertaking and Declaration Proforma complete in all respect.
3. Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details.
4. Bidder must sign in each and every page of the enclosed tender documents and submit the same in sealed cover superscripting the NIT No. name of work, bid opening date and EMD particulars.
5. The EMD should be in a separate envelop and annexed with the tender with suitable superscripted on envelop. Unsigned documents will not be considered and may be rejected.
6. In case of acceptance of the bid, the successful bidder/bidders must enter into a contract agreement on Non-Judicial Stamp Paper valuing Rs. 100/- within seven days from the issue of the Detailed Award Letter/ work order.
7. Rates shall be quoted both in figures and in words in clear illegible writing. No overwriting is allowed. All scoring and cancellations should be countersigned in full by the tenderer. In case of illegibility the interpretation of the Engineer-in-charge/Tender Committee shall be final.
8. All figures etc. must be in English Language only.
9. General Condition of Contract of CPWD for all the works shall be applicable.
10. The work shall be executed as per latest CPWD specifications.
11. Completion period shall be 45 days from the date of award of work.
12. Defect liability period minimum shall be 06 months/as per manufacturer's commitment whichever is later.
13. Any conditional tender will not be accepted.
14. All disputes are subject to jurisdiction of Allahabad.

Contractor/Tenderer


(Dr. Seema Shah)
Deputy Registrar (S&P)



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Tender Notice

Sealed tenders are invited under two bid systems (Technical & Financial) for work of "**Painting work of Hostel Buildings at IIITA**". The Interested venders are requested to quote their rates as mentioned items in the BOQ in two separate sealed envelopes "Technical and Commercial Bids" placed in a single envelope with name of the tender, ref. number and closing date subscribed on the top of the envelope addressed to the Deputy Registrar (S&P), IIIT-Allahabad upto to **24/01/2017 upto 12:00 /Noon** same will be opened on the same day at **4:00 PM**.

Tender duly sealed may also be dropped in the tender box placed in the office of the Deputy Registrar (S&P), IIIT-Allahabad. Tenderers are requested to depute their representative at the time of opening the tender. The representatives should bring the authorization letter from their authorized signatory for attending the process tender opening.

The tender document may be downloaded from the Institute web site www.iiita.ac.in and be submitted along with Rs.5,000/- (Five Thousand Only) of tender processing fee in form of DD in favour of "**Indian Institute of Information Technology - Allahabad**". Tender submitted without cost of tender and EMD will stand automatically rejected. Other conditions or as enclosed in tender documents.

(Dr. Seema Shah)
Deputy Registrar (S&P)

Copy to:

- Hon'ble Director for kind information.

Aug

Technical Bid

(On letter head of the Firm & in a separately sealed envelope)

PROFORMA FOR APPLICATION

1. Name of the firm :-
2. Address of the firm :-
-
3. Phone Number (With Code):-
4. Proprietor's name: -
5. Address of Proprietor: -
6. Proprietor's Phone No. :-
7. Details of the firm:-
 - (a) Date from which the firm is operating: -
 - (b) Turnover of the firm during: - FY 2013-14 (₹).....
FY 2014-15 (₹).....
FY 2015-16 (₹).....

(Please attach documentary evidence)

- (c) PAN No. :-
- (d) TIN No. :-
- (e) Service Tax Registration No. (If any):-.....
8. Indian Institute of Information Technology- Allahabad, invites sealed Two bids from eligible bidders who fulfil the Qualifying Requirements for the following job:

Sl. No.	Description of work	Estimated Cost (Rs.)	Earnest Money
1.	Painting work of Hostel Buildings at IIITA	70,54,000/-	2,00,000/-

Qualifying Requirements:

- 8.1 The bidder should be registered with appropriate Government bodies compulsory at least **class-III and above for CPWD empanelled/registered contractors** and equivalent **class "C" and above for MES empanelled/registered contractors.**
- 8.2 The bidder should have work experience of the same nature amount to Rs.71 Lakh for last three years and submit with relevant supportive documents.
- 8.3 The bidder must prove its efficiency and workman ship and submit prove of financial position with the last three years.
- 8.4 Annual Turnover of the agency should be 2 crore for the last two year. **(profit and loss account/balance sheet duly certified by CA should be enclosed).**
- 8.5 Tender processing fee of EMD is mandatory to submit. Without fee & EMD

tender will not be considered.

9. In support of above the bidder should submit the following documents with their bid for evaluation of firm technical position (mandatory).
 - a) Copy of the registration in the government organization.
 - b) Copies of detailed work orders/Agreements/Completion certificate with value of work.
 - c) Documents of works done in any government organization / autonomous bodies etc.
10. A complete set of bid documents may be purchased by any interested bidder on submission of a written application indicating their PAN Number and payment (non-refundable) of the cost of bidding documents Rs.5,000/- in the form of a Crossed Account Payee Demand Draft in favor of IIIT-A, Allahabad.
11. Detailed bid documents may be seen on our web site www.iiita.ac.in.
12. Not with standing anything stated above, IIIT-A reserves the right to assess the bidder's capability and capacity to perform the contract by inviting the bidder for negotiation etc. and IIIT-A decision in this regard shall be final.
13. The last date of sale of bid document is **24/01/2017 upto 12:00 Noon** same will be opened on the same day at **4:00 PM**. IIIT-A shall not be responsible for any postal delay, loss or non-receipt of documents sent through post/courier.
14. Work is to be completed within 45 days from award of work.
15. The work may be divided in two or many contractor's if one contractor is found unable to execute the work in time on the lowest agree rate quoted with mutual consent.
16. Successful Agency shall execute an agreement on 100/- non judicial stamp paper within the 15 days from the received of the work order.

(Dr. Seema Shah)
Deputy Registrar (S&P)

GENERAL CONDITIONS OF CONTRACT

- CLAUSE-1- The person or persons whose tender is accepted (hereinafter called the supplier) shall within one week after his or their tender has been accepted deposit earnest money where any security so deposited is not payable to bearer, the supplier shall endorse or transfer it to the said Government in such a manner that the sum represented by it can be realized without the consent or assistance of the supplier, The supplier shall permit Government at the time of making any payment to him for work done under the contract to deduct 10%(ten percent) of all money so payable on account of security deposit until such deduction along with the some already deposited as earnest money to be adjusted in the last deduction, bill amount,
- CLAUSE-2- Security Money shall be deducted @ 10% of total estimated cost from each running bills, The amount of 5% security money shall, if not withheld on account of breach of contract be refunded after three months of the date of the completion of the work or after payment of the final bill whichever is later subject to the condition that in case of building work of the first rainy season comprising of June, July, August, September is fully covered within the period of six months and remaining 5% shall be refunded after one year of completion of work.
- CLAUSE-3 All compensation or other sums of money payable by the supplier to Government under the terms of this contract may be deducted from or realized by the sale of a sufficient part of his security deposit, or from the interest arising there or from any sum which may be due or may become due to the supplier by Government or on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or same as aforesaid, the supplier shall within ten days thereafter made good in cash of Government Securities endorsed as aforesaid nay sums or any part thereof.
- EXPLANATION-For the purpose of this clause if the work under this contract includes Construction, reconstruction or repair of any structure having roof over, the whole work will be classed as building work.
- CLAUSE-4- (A) Time is the essence of the contract The supplier shall commence and shall complete the work covered by the tender on the date fixed by the Director for the commencement and completion and completion of such work and shall in the interval between those dates keep the work up to the schedule of quantities and dates shown in the Progress Statement to be signed by the supplier and attached to the tender. If the work falls in arrears of the Progress Statement either in quantity or in time, then for every day that the work is so in arrears the supplier shall be liable to pay as "compensation an amount equal to one percent for such smaller amount as the Engineer (whose decision in writing shall be final) may decide, on the estimated cost of whole work provided of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.
- CLAUSE -4-(B) (i) To be used instead of 2 (A) when the latter is from the nature of the work impracticable.]

CLAUSE -4-(B)(ii) Time is the essence of the contract. The supplier shall commence and shall complete the work within the period specified in the tender. Such period shall be reckoned from the date on which the order to commence work is given to the supplier. The supplier shall at all time during such period proceed with the work with due diligence and he shall pay as compensation an amount equal to one percent or such smaller as the Director (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further, in order to ensure, good progress during the execution of the work the supplier shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the value or quantity (as the authorized person may determine) of the whole of the work before one fourth of the whole time allowed under the contract has elapsed one half of the value or quantity (as the director may determine) of the work before one half of such time has elapsed and three-fourths of the value or quantity (as the director may determine) of this work before three fourths of such time has elapsed. If the supplier fails to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the director (whose decision in writing shall be final) may decide on the said estimated cost of the whole work every day that the quantity of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

CLAUSE -5 - In any case in which under any clauses of this contract the supplier/contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the director shall have power to adopt such of the following courses as he may deem best.

- (a) He may rescind the contract by giving the contractor 7 days notice of rescission signed by the authorized person to sign the contract and may then take the whole of the contractor's security deposit for the use of Government as compensation for the loss caused by the contractor's default
- (b) He may after giving the supplier 7 Days notice in writing of his intention to do so measure up the work done by the supplier and then employ and pay labourers and supply or procure materials and carry out all or any part of the work himself on behalf of Government debiting the supplier with the actual cost and crediting him at the contract rates with the value of the work so done, and may postpone till completion of the work, so taken over. Assessment of the compensation to be paid by the supplier, if any, its cost and value shall be final and conclusive against the supplier.
- (c) If upon any occasion the Director abstains from exercising the powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the supplier again makes default or shall such abstention absolve the supplier from liability to any compensation for any default which he may have made.

- CLAUSE -6- If the supplier desires an extension of the time for completion of the work on the grounds of any unavoidable hindrance to its execution having arisen he shall apply in writing to the director who if in his opinion reasonable grounds are shown therefore, shall extend his time limit upto a period of six months of 50% of the time limit provided as time of completion whichever is less and thereafter Director shall if in his opinion (which shall be final) reasonable ground are shown there for authorize extension as may, in his opinion, be necessary or proper.
- CLAUSE -7- On completion of the work the supplier shall send a registered notice to the incharge if work giving the date of completion and shall also send a copy of such notice and shall request to give him a certificate of completion. No such certificate will be given nor shall the work be considered to be complete until the supplier has removed from the premises on which the work has been executed all scaffolding, surplus materials and rubbish and cleaned all wood work
- CLAUSE -8- If the supplier abandons, or is unable to complete the work the director may certify in writing the value of the work done by the contractor towards the completion of the contract. Such a certificate shall be final and conclusive against the irrespective of the contract rates.
- CLAUSE -9- The supplier shall submit all bills on the printed form which will be supplied to him at the office of the director in charge and all items in such bill shall be charged at the rates specified in the tender or in the case of an extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rate here in after provided in such work.
- CLAUSE - 10 - All materials required for completion of work shall be arranged by the supplier and will be inclusive of rates agreed upon.
- CLAUSE -10-(A) In case where the supplier is himself to supply the material he must obtain the articles required for the construction of the work from the firms with which the Director of industries made arrangement while in the case of material for supply of which officers have in consultation with consuming department prescribed specification and / or test.
- CLAUSE -10 (B) Provided always that the contractor shall not be entitled to any compensation for damages caused or loss sustained by him to for late supply of materials of store by the Director for the reasons beyond his control,
- CLAUSE -11- The supplier shall execute the whole and every part of the work in the most substantial and workman like manner and in every respect in strict accordance with the specification both as regards materials and otherwise. The supplier shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the authorized person in charge and lodged in his office, and the supplier shall be entitled to inspected the same during office hours and may at his own expense have copies of the specification and of all such designs, drawings and instructions as aforesaid made for his own use.
- CLAUSE -12- The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work,

and certificate of the authorized person shall be conclusive as to such proportion.

CLAUSE-13- (A) If the Engineer in-charge is satisfied that the construction of any part of the work is faulty or that materials used in the same are inferior to those for which the specification provides or that any material or articles provide by the supplier are not in accordance with the contract, he may, notwithstanding that such work, materials or articles may have been passed Certified or paid for serve the supplier with notice in writing specifying the work, material or articles of which he complains and requiring the supplier to remove such defect or to replace such materials or articles within a specified period of time . If the supplier fails to comply, in all respect with the requirements to any such notice within ten days after the expiration of the period specified in that notice the Engineer in-charge may himself remedy such defects, or as the case may be, replace such materials or articles, and supplier shall pay all expenses incurred by the Engineer in-charge in so doing and the certificate in writing of the Engineer in-charge as to amount of any such expenses shall be final and binding upon the supplier.

(B) The supplier shall arrange all the tools and plants equipment for proper completion and execution of work at his own cost Arrangement of electrical /power and water as required for satisfactory completion of work shall be arranged by the supplier at it own cost.

CLAUSE 14- Institute shall have the right to accept the reduced rate substandard or defective work and to cause and audit any technical examination of work and running and final bills of the supplier including all supporting vouchers, abstract etc. to be made before or after the payment of the final bills and if as a result of such acceptance of sub-standard of defective work, audit and technical examination; any sum is found to have been over paid in respect of any work done by the supplier under the contract of any work claimed to have been done by him under the contract but found not to have been actually executed the supplier shall be liable to refund the amount of the over payment and it shall be lawful for Institute to recover the same from him.

CLAUSE 15- All works under or in course of extension or executed in pursuance of the contract shall at all time be open for inspection and supervision by the Engineer in-charge and his subordinates and the supplier shall at all times during the usual working hours and on any other occasion of which he shall have had reasonable notice either himself be present to receive orders and instructions or have responsible agent duty effect as order given to the supplier himself

CLAUSE 15 - No labour below the age of 14 years shall be employed on the work.

CLAUSE-16-All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the authorized person for the time being who shall be entitled to direct at what points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE-17 - The supplier shall not employ female labour in the execution of work or any part thereof within the limits of a commitment.

- CLAUSE-18- In the case of a tender by partners, the contactor shall state the name of the members of the firm and shall notify to the authorized person any change in the constitution of the firm as soon as such change occurs.
- CLAUSE 19- In case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the distinct specification, and if there is no distinct specification, the work shall be carried out in all respects in accordance with instructions and requirements of the authorized person.
- CLAUSE 20 - Notwithstanding anything stipulated in the aforesaid clauses, Government shall have power to retain any sum due to the contactor (s) and sell off all claims against him (them) whether arising out of the particulars supplier out of any other transaction or contract held by Mm (them) alone or in partnership with others.
- CLAUSE-21- Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitration of Director or any person nominated by him. It will be no objection to any such appointment that the arbitrator so appointed is a government servant that had to deal with the matters to which the contract relates and that in the course of his duties as government servant had expressed views on all or any of the matters in dispute or difference. No person other than a person appointed aforesaid should act as arbitrator, That the party invoking the arbitrator shall specify the dispute or disputes to be referred to arbitrator together with the amount or amounts claimed in respect of each such disputes.
- Subject as aforesaid the provisions of the arbitration Act, 1940 any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- CLAUSE - 22- No extra payment shall be made to the contactor for making profiles and namunas in connection with the execution of work as per G.O.N, 355-3B166XXm-1B dated 22-6-1966,
- CLAUSE -23- This agreement is subject to the standard specifications. Other conditions as laid down in general condition of the tender shall be applicable. All disputes are subject to Allahabad jurisdiction only.
- CLAUSE -24- Income Tax at the rate of 2.25 % shall be deducted from the bill in terms of subsection (i) of section 194 (c) of Income Tax Act, XVI of 1972, The clearance of site shall be done by the supplier at his own expenses after completion of work. The work order will have effect as an agreement till the final agreement executed and shall be binding on party.

Technical Specifications

1. All the works shall be executed as per norms & specifications of CPWD.
2. The work may be divided one or more firm.
3. Before opening the paint bag the bag no. and packet no. will be checked and verified of approved brand/manufacture to avoid the duplicate materials by the Engineer In-charge.
4. The agency will use the product of Asian, Nerolac, and Bergers paints only.
5. The quality product card and other papers as per manufacturer should be submitted during inspection paint bags.
6. The putty work for preparing the base on the wall, core repairs and filling of gaps where as required to be done by the agency as per direction of the Engineer In-Charge.
7. Any changes in works (which are given in the BOQ) will be carried out based on DSR-2014 as per site requirement in the directions of Engineer In-charge and payment will be made accordingly.
8. Ready mixed paints of approved brand and manufacture and of required shades shall be used. They shall conform in all respects to the relevant IS Specifications.
9. The surface which has been earlier shall be considered to be old surface.
10. Primer for wood work, iron work on plastered surface shall be specified in the description of items.
11. The primer shall be ready mixed primer of approved brand and manufacture.
12. Where primer for wood work is specified to be mixed at site, it shall be prepared from a mixture of red lead, white lead and double boiled linseed oil in the ratio of 0.7 Kg: 0.7Kg: 1 liter.
13. Where the primer for steel work is specified at site it shall be prepared from a mixture of red lead, raw linseed oil and turpentine in the ratio of 2.8Kg : 1 liter: liter.
14. **Wood Work:** If the old paint is sound and firm and its removal is considered unnecessary, the surface shall be rubbed down with pumice stone after it has been cleaned of all smoke and grease by washing with lime and rinsing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water. If the old painted surface is blistered or flaked badly old paint shall be completely removed as described in para 13.54 & such removal shall be paid for separately. Holes and cracks if any shall be stopped with glazier's putty conforming to IS: 419. Further the painting itself shall be treated as on new surface and paid for, accordingly.
15. **Iron & steel work:** If the old paint is sound and firm and its removal is considered unnecessary, the surface shall be rubbed with wire brushes and any loosened paint taken off. All dust shall then be thoroughly wiped away. The surface shall then be wiped finally with mineral turpentine to remove grease & perspiration of hard marks etc. and then allowed to dry. If the old painted surface is in bad condition and blistered or flaked, old paint shall be

- completely removed and the surface prepared, as described in para 13.54. Such removal shall be paid for separately. The painting including the priming coat shall be treated as on new work and paid for accordingly.
16. **Plastered surfaced:** It shall be as specified for wood work. If before painting any portion of the wall shows signs of dampness, the causes shall be investigated and the damp surface shall be properly treated. Such treatment shall be paid for separately. A thin coat of white lead if so required shall be applied on the wet or patchy portion of the surface before painting is undertaken and this shall be paid extra.
 17. **13.37.3.1:** The surface shall be prepared as specified in 13.35.2.1 (b).
 18. **13.37.3.2:** The specifications for application shall be as described in 13.33.4.
 19. **13.37.3.3:** Measurements, rate & other details shall be as specified in 13.37.2.
 20. **13.44.3.1 Preparation of Surface:** Where the existing paint is firm and sound it shall be cleaned of grease, smoke then treated with sand paper to remove all loose particles dusted off. All patches & cracks shall then be treated with stopping & filler prepared with the specified paint. The surface shall again be rubbed and made smooth and uniform. If the old paint is blistered & flaked it will be necessary to completely removed the same as described in para 13.54. Such removal shall be paid for separately & the painting shall be treated as on new surface.
 21. **13.44.3.2 Painting:** the number of coats as stipulated in the item shall be applied with synthetic enamel paint. Each coat shall be allowed to dry & rubbed down smooth with very fine wet abrasive paper, to get an even glossy surface. If however, the surface is not satisfactory additional coats as required shall be applied to get correct finish.
 22. **15.13.44.3.3:** Other details shall be specified in 13.33 as far as they applicable.
 23. The skilled man be deputed for preparing the base smooth and quality work.
 24. The mention quantity is approx quantity; it may decrease/increase upto 20%.
 25. The measurement will be verified on actual basis after completion of assigned work.
 26. Agency can raise running bill or advance against delivery of material at site also.
 27. **If the work not found accordance our specification the penalty will be imposed upto 10% of the contract value at the discretion of Competent Authority.**
 28. For extension time, timely application shall be given with complete reason of delay.
 29. The liability period will be six month from the date of the handed over the building/final payment. Five percent amount of the total value will be retained from the bill till completion of liability period.

Contractor/Tenderer

IIIT-Allahabad



Special conditions and Instructions

These special conditions and instruction will supersede the provisions of general conditions for civil works

1. All works shall be executed as per norms & specifications of CPWD and as directed by Engineer-in-charge.
2. Security Deposit will be recovered from bill, which may be released after completion of defect liability period as per General Conditions of Contract.
3. Whatever applicable income tax (unless exempted by Income Tax Officer) shall be deducted from gross value of the bills as per rule.
4. Contractor will be paid as per actual measurement at site,
5. The work shall be started immediately on receipt of written order and shall be carried out speedily with proper workmanship and quality.
6. The tender shall be accompanied by earnest money deposit (EMD) as mentioned in NIT. The Earnest Money offered shall be in one of the following alternative forms of.
 - 6.1 Crossed Demand-Draft amount in favour of IIIT-A from any Nationalized or scheduled bank payable Allahabad.
 - 6.2 The EMD may be given in the form of Bank Guarantee
7. The EMD shall be accompanied with letter of undertaking on non-judicial stamp paper of appropriate value in IIIT-A, prescribed format as enclosed.
8. The Earnest-Money shall be made payable without any condition/demure to the owner "On demand". The bid guarantee shall be valid for a period as mentioned from the date set for opening of tenders e.g. if the bid is due for opening on the 15 January the bid guarantee shall be valid upto and inclusive of the following 31st July.
9. In consideration of the owner, opening and considering the tender for purpose of award of contract the tenderer shall keep his tender valid for a period of 90 days from the date of opening of the tender during that period the tender agrees not to vary, alter or revoke his tender either in whole or in part. If the tenderer however, fails to keep his tender valid for 90 days varies its terms and conditions during the said period, (hen the owner shall be entitled to forfeit the bid guarantee without any notice or proof damages etc. The tenderer shall submit tender as required in the contract documents along with letter of undertaking in the proforma enclosed in the bid documents.
10. The Bid guarantee of all unsuccessful tenderers except the successful tenderer, will be returned within thirty (30) days after the award of the contract and after the receipt of the request letter from them.
11. Any tender not accompanied by a bid guarantee and letter of undertaking in accordance with aforesaid provision shall be rejected by the owner as "Non responsive bid." No interest will be payable by the owner on the said amount covered under the bid guarantee / other security documents.
12. The Bid guarantee of the successful tenderer will be adjusted against the security deposit and balance amount of security deposit may be submitted in the form of Bank Gaurantee/FDR or the same may be deducted from the bills.

Contractor

IIIT-Allahabad

13. The EMD shall be forfeited on the following grounds:
 - a) On revocation of tender or
 - b) On refusal to enter into a contract after the work is awarded to a contractor.
 - c) If the work is not commenced after the work is awarded to contractor.
14. a) The tenderers are required to quote their rate (s) inclusive of all taxes and duties, duties in respect of materials purchased and incorporated by them in work.
b) Prices are firm and no escalation shall be paid due to any reason whatsoever,
15. All incidental items not shown or specified but reasonably implied or necessary for successful completion of the work shall be provided by the contractor at his own cost. Decision of the EIC will be final in this regard. However the contractor shall execute any extra items, if necessary for completion of the work with prior permission of EIC.
16. All tender papers including General Conditions of contract etc. issued should be duly signed and stamped on all pages and the proforma supplied should be filled in giving full information and submitted along with the tender.
17. GCC for civil works shall form part of this tender irrespective of the fact whether it has been issued with tender documents or not, If it is not issued it would be referred to in our office.
18. The contractor shall have to make his own arrangement for water supply and nothing extra shall be paid for this. If contractor requested then charges at the rate of 1% of the total value will be deducted.
19. **Electric power for works will be supplied on chargeable basis according to the required load at one point only. However, this shall be governed by clause of GCC. The contractor should approach EIC of the works for electric supply point (s) and all Electric connection circuits shall be drawn only with his approval.**
20. In the restricted areas of power station no hot work such as welding, gas cutting etc., which may cause fire hazards shall be carried out unless valid gas safety/fire permit is obtained from the EIC and necessary precautions are taken to avoid any risk of fire-hazards.
21. **The contractor shall obtain authority/license designated in this behalf under applicable law/regulations for conditions of the said authorization license.**
22. **The proof of having deposited the Earnest Money should be indicated separately so as to enable us to open and consider tenders. For this purpose, the EMD should be enclosed in a separate envelope and annexed with the tender.**
23. IIIT-A reserves the right to split any or all the quotations without assigning any reasons thereof.
24. Time is the essence of the contract and if the contractor fails to maintain required progress in terms of condition no. 13 of SCI or to complete the work and clear the site on or before the original/ extended contract completion date/period provision of clause no. 32 of SCI shall be applicable.
25. Contractors working in civil areas should ensure renewal/revalidation of labour license before expiry of the same and must submit the attested copy of the same to the Director for safe job- execution and contractual requirement. In case of failure, action will be taken deemed-suitable as per GCC of CPWD.

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26. Over-writing on the quotation/tender shall not be allowed.

27. Man/Materials/Equipment shall be permitted with valid gate pass. Materials/equipment can be taken out only after authorization/ gate pass by concerned authority. The contractor shall be held fully responsible for any delay/losses/damages that may result consequent on any lapses that may occur on the part of his employees of contractor in this regard.
28. **Materials to be supplied by the contractor as per scope of work shall be of best quality and of specified brand only. It shall require approval of EIC.**
29. All quoted rates/amounts should be given in figures as well as in words. In the event of discrepancy between description in words figures quoted by a tenderer, the description in words shall prevail,
30. All bidders should be registered with the Regional Provident-Fund Commissioner. They are also required to give confirmation that they would cover the contract-labourers engaged by them as well as the sub-contractor for the purpose of provident fund benefits. As applicable the PF-deduction form of having deposited the same will have to be furnished to the EIC.
31. In compliance with the requirement under the provision on contract labour regulation & abolition act etc be complied with. Persons below the age of 18 (Eighteen) years and child worker shall not be deployed on the work,
32. If the date of opening of tender happens to be holiday, the tender shall be opened on the next working day at the same time.
33. Deviations specifically declared by the bidders in the respective Deviation Schedules of Bid Proposal BOQ only will be taken in to account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the 'Deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation if any shall be added to the bid price to compensate for these deviations, In case prices for the withdrawal of deviations are not furnished by the bidder. The Owner shall convert such deviations in to a Rupee value and add to the bid price to compensate for these deviations. In determining the, Rupee value of the deviations, the owner will use parameters consistent with those specified in the specifications and documents and/or other information's necessary and available to the Owner. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid security of the bidder may be forfeited.

Bidders may note that deviations variations and additional conditions etc found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.

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Financial Bid

(On letter head of the Firm & in a separately sealed envelope)

Painting of Hostels buildings at IIIT Allahabad

S. No.	Item Code No. DSR-2014	Description of work	Unit	Qty. (Approx)	Unit rate (Rs.)	Amount (Rs.)
1.	14.46	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. (60% quantity of item sl. no. 3 + 40% quantity of item sl. no. 2 only) as decided during visit of Chairman, COW	Sqm	73886.69		
2.	14.63.1	Distempering with Ist quality acrylic washable distemper (readymade) of approved manufacturer and of required shade and colour complete. as per manufacturer's specification. One or more coats on old work. (Total areas - Synthetic enamel paint in passage areas as per recorded measurement on page -32 of MB -11) (17535.959 - 2385.00 = 15150.959) for BH-I & II only	Sqm	80961.21		
3.	14.54.1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : 14.55.1 (One or more coats on old work) (Total Synthetic enamel paint area + Synthetic enamel paint in passage area as per recorded measurement on page -32 of MB -11) (4961.535 + 2385.00 = 7346.535) for BH-I & II only	Sqm	34212.00		
4.	14.53.1	Wall painting with plastic emulsion paint of approved brand and manufacturer to give an even shade.	Sqm	465.83		
5.	14.58.1	French spirit polishing : (One or more coats on old work)	Sqm	80.64		
6.	13.26	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete. 7% on the total of the item no. 2 & 3 only	Sqm	6910.39		
7.	14.66.2	Finishing walls with Acrylic Smooth exterior paint of required shade: Old work (One or more coat applied @ 0.90 ltr/10 Sqm).	Sqm	34958.35		

Note- The mention quantity is approx quantity; it may decrease/increase upto 20%.

Signature of the tenderer

Seal of the firm

PERMANENT ACCOUNT NUMBER OF BIDDER

The bidder is advised to take his Permanent Account Number (PAN) from the Income Tax Department, if not taken so far, may please furnish the same. In case the application has been furnished and PAN not allotted so far, the declaration to this effect may also be furnished in the Bid in the following format:-

Our PAN is..... Or

We have applied for PAN to Income Tax Deptt. on and the PAN is awaited

Observance of labour laws and contractors liability:

1. The contractor shall comply the provisions of all labour laws applicable and in particular comply with provision of the contract (Regulation and Abolition Act, Minimum Wages Act, Workman's Compensation Act. Etc.)
2. Under the Provisions of any law or by an order of the Competent Authority/ Court, in respect of this contract or labourer so supplied, the Management of IIIT-A shall have right to deduct such amount from the bills/security deposit or otherwise recover from the contractor. The contractor shall be responsible to reimburse such amount to IIIT-A on demand and without any demur, reservation, contest or protest.
3. The contractor shall at all time indemnify the IIIT-A against all claims, damages or compensation under provisions of payment of wages act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. The workman's compensation Act, 1923, industrial Dispute Act, 1946 and the Maternity Benefit Act, 1951 or any modifications there in or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in your employment or not save any except where such accident or injury has been resulted from any act of Corporation, his agents or servants & also against all costs, charges & against all sum or sums which may with your consent be paid to compromise or compounds any such claim. Without limiting the obligations and liabilities as above provided you shall insure against all claims, damages or compensations payable under the workman's compensation Act, 1923 or any modification there of or any other law relation there to.
4. The contractor shall prove to engineer-in-charge from time to time that contractor has taken out all the insurance policies referred to above and have paid the necessary premiums for keeping the policies alive.
5. The aforesaid insurance policy/policies shall also show IIIT-A as assured beneficiary along with the contractor.
6. The aforesaid policy/policies shall provide that they shall not be cancelled till the in charge of the contractor has agreed to their cancellation.

Contractor

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Declaration
(Regarding ownership and / or employment of IIIT-A Employees)

To be filled in by the tenderer, signed and submitted along with tender papers.

I/We hereby declare that I/we or Partners or Directors of our concern do not have any such person under my/or employment who has retired/resigned/ removed /dismissed from IIIT-A during the last two years.

I/We hereby declare that I/We or partners or Directors of our concern have the following under my/our employment who has/have retired/resigned/removed/ dismissed from IIIT-A during three last two years.

Sl.	Name of Person	Date of leaving	Reasons for leaving IIIT-A

I/We hereby declare that i/We or partners of directors are not related to any employees of IIIT-A **OR**

I/We hereby declare that the following persons employed in IIIT-A and any other IIIT-A Project/Station are related to me/us for partners or directors of our concern as per details indicated.

Sl.	Name of Person	Designation and Name of project or Office of IIIT-A	Relationship

NOTE: The near relative shall include wife, husband, parents and Grand Parents, children and Grand Children, Brother And Sister, Uncles, Aunts and Cousins and their corresponding in-laws.

(SIGNATURE OF TENDERER)
NAME:

WITNESS:
SIGNATURE:
NAME:
PLACE
DATE:

Note:

1. Please tick whatever is applicable and delete/cut whatever is not applicable
2. Please attach extra sheet if necessary

Contractor

IIIT-Allahabad

Proforma of Letter of Undertaking

(To be executed on non-judicial stamp paper of value Rs. 100.0 & to be submitted by the tenderer along with his tender)

The,
Deputy Registrar (S&P)
IIIT-A, Deoghat,
Jhaiwa Campus,
Allahabad-211012

Dear Sir,

- 1.0 *I/*We have read and examined the following bid documents relating to the(Full Scope of work)
- 2.0 Notice Inviting Tender.....dt.....
- 3.0 Conditions of contract for Civil works containing sections 'Notice Inviting Tender' and General Conditions of Contract (GCC).
- 4.0 Special Conditions of Contract along with Annexure.
- 5.0 Drawing Nos.
- 6.0 Technical Specifications:

*I/*We hereby submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders i.e. up to / /

*I/*We hereby further undertake that during the said period *I/*We shall not vary/alter to revoke my/our tender during the validity period of tender.

This undertaking is in consideration of IIIT-A agreeing to open by tender, consider and evaluate the same for the purpose of award, in terms of provisions of tender documents. Should this tender be accepted, *I/*W shall not vary/alter ta revoke my/our tender during the validity period of tender.

I/We also agree to abide by the fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.

Signature along
with Seal of the Company

Duly authorized to sign the tender on
behalf of the Contractor

- Name:
- Designation:
- Name of Co. (BLOCK LETTERS) Date:
- Postal Address:
- Telegraphic Address:
- Telex no.

WITNESS :

Signature
Date

Name and Address

(*) Strike out whichever is not applicable

Proforma of bank guarantee in lieu of earnest money

Ref.

Date

Bank Guarantee No.

To,

Director
IIIT-A, Deoghat, Jhalwa Campus,
Allahabad-211012

Dear Sir (s)

In accordance with your notice inviting Tender for under your specification No.....dt..... M/s..... {hereinafter called the tenderer) with following directors on their board of Directors/Partners of the Firm.

- | | |
|---------|---------|
| 1. | 2. |
| 3. | 4. |

Wish to participate in the said tender for following :-

- 1.
- 2.
- 3.

WHEREAS it is a conditions in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with IIIT-A (hereinafter referred to as "IIIT-A) amounting to Rs.....Or alternatively the tenderer is required to submit "Bank Guarantee" from a Nationalized Bank irrecoverable and operative till 30 days after the validity of the offer (i.e.-210 days from the date of opening of tender), for the like amount; which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desired to secure exemption from deposit of Earnest money and has offered to furnish a Bank Guarantee for a sum of Rs..... of the IIIT-A for the purpose of securing exemption from the deposit of earnest money.

1.0 Now therefore, we the Bank a body a body corporate constituted Under the Banking companies (Acquisition and transfer of undertakings) Act. 196'9'and having Branch Office at..... (hereinafter referred to as the 'Bank') do hereby undertake and agree to pay on demand in writing by the IIIT-A, the amount of Rs.....(Rupees).....Only) to the IIIT-A without any demur, reservation of recourse.

2.0 We the aforesaid Bank, further agree that the IIIT-A shall be the sole judge of and as to whether the tenderer has committed any breach or or breaches of any of the terms and conditions of the tender and the extent of loos damage, costs charges and expenses caused to or suffered by the IIIT-A on account thereof to the extent of the Earnest Money required to be decision of the IIIT-A that the tender has committed such breach or breaches and as to the amount or amounts suffered by or may be caused to or suffered by the IIIT-A shall be final and binding on us.

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[Handwritten Signature]

- 3.0 We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the IIIT-A and change in the constitution, liquidation or dissolution of the tenderer, shall not discharge our liability guaranteed herein.
- 4.0 It is further declared that it shall not be necessary for the IIIT-A to proceed against the tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding any security which the IIIT-A may have obtained or shall obtain from the tenderer at the time when proceedings are taking against the Bank for whatever amount may be outstanding or unrealized under the guarantee.
- 5.0 The right of the IIIT-A to recover the said amount of Rs (Rupees.....) will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s(tenderer) and / or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator (s) etc.

Notwithstanding anything stated above, are liability under this guarantee shall be restricted to (RsOnly) and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing within three months after the afore said date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there-under.

Date:.....
Place

Signature
Printed Name:.....
Designation :.....
Bank's common seal
Authorization No.....

In presence of WITNESS:
1.....
2.....

Contractor

IIIT-Allahabad