



Date: 13/07/2020

NOTICE INVITING TENDER (E-Tendering mode)

1. E-bids are invited through **Central Public Procurement Portal (CPPP)** under Two Bid system for the **“Internal painting of D type flats”** at Indian Institute of Information Technology, Allahabad (IIITA). The detailed specifications, terms and conditions are given in Annexure I through VIII. The complete Bid document may be downloaded from CPPP and IIITA website. Physical bids will not be accepted.

TENDER SCHEDULE

Date of issue/publishing	: <u>13/07/2020</u>
Document download/sale start date	: <u>13/07/2020</u>
Document download/sale end date	: <u>02/08/2020 (till 12.00 Noon)</u>
-Last date and time for uploading bids	: <u>02/08/2020 (till 12.00 Noon)</u>
Last date and time for receipt of queries	: <u>24/07/2020 (till 10.00 am)</u>
Date of issuing corrigendum, if any	: <u>27/07/2020</u>
Date and time of Technical Bid opening	: <u>03/08/2020 (04.00 PM)</u>
Date and time of Price Bid opening	: Will be informed later
Bid Security (Earnest Money)	: <ul style="list-style-type: none">• Bid Security fee is Rs. 59,650.00 (Rupees Fifty Nine Thousand Six Hundred Fifty Only) (see Bid Security details given below).• Any bid without Bid Security will not be considered unless it qualifies for exemption (see Details of Bid Security given below).
Performance Security	: 5.0% of Work Order Amount (excluding taxes) as per CLAUSE NO. 13(i) of General Rules & Directions of CPWD
Security Deposit	: 2.5% of the total work done as per clause -13 (ii)
Defect Liability Period	: 1 Years
Number of covers	: 2
Bid validity period	: 90 days from the date of opening of Technical Bid
Address for communication	: Jt. Registrar (Store & Purchase), IIT Allahabad, Jhalwa, Prayagraj – 211015
Contact number	: Tel: 0532-2922051
Email address	: Bidder may submit their Queries/Clarification , if any, latest by <u>24/07/2020 (till 10.00 am)</u> through c pp portal. Queries/Clarification sent to any Email ID will not be entertained.

Note: If any of the above days happens to be a IIITA holiday, the next working day shall be considered.



2. **Details of Bid Security:**

- a. Bid Security may be provided through direct transfer (RTGS/NEFT), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Commercial Banks. If Bid Security has been submitted by any other mode than NEFT/ RTGS, then hard copy of the Bid Security has to be sent by Registered Post. It should reach IIITA Campus before the bid submission deadline to the name of Jt. Registrar (Stores & Purchase), Indian Institute of Information Technology Allahabad, Deoghat, Jhalwa, Pincode-211015, Prayagraj. In envelope super scripted the tender Id or tender reference Number and with company full address.
- b. The details for payment are as follows:

Account Name : IIIT A EMD And Security Deposit Account
Bank name : Punjab National Bank
Address : Pipalgaon Branch, Allahabad, Prayagraj
Account No. : 8636000100031943
IFSC Code : PUNB0863600

Validity : The Bid Security is to remain valid for a period of 45 days beyond the final bid validity period.

- c. **Exception for Bid Security:** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSMEs) or are registered with the Central Purchase Organization or Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from BID SECURITY. Such bidder needs to submit relevant certificate issued by competent authority along with technical bid of tender.
3. Complete Bidding document is available in Government of India's E-tender website. The bids should be submitted through the same website (<https://eprocure.gov.in/eprocure/app>). All amendments, time extension, clarifications etc. will be uploaded in the CPPP website and www.iiita.ac.in and it will not be published in newspapers.
 4. Bidders should regularly visit the above websites to keep themselves updated.
 5. Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
 6. The Director of IIIT-Allahabad reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Director; IIIT-Allahabad shall be final and binding.

(Purchase Section)



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1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

1.1 REGISTRATION

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

1.2 SEARCHING FOR QUOTATION /TENDER DOCUMENTS

- 1.2.1 There are various search options built in the CPP Portal, to facilitate bidder to search active Tender by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tender, wherein the bidder may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 1.2.2 Once the bidders have selected the tender they are interested in, they may download the required documents schedules. These tenders can be moved to the respective ‘My Tender’ folder. This would enable the CPP Portal to intimate the bidder through SMS / e-mail in case there is any corrigendum issued to the Tender document.
- 1.2.3 The bidder should make a note of the unique Tender ID assigned to each Tender in case they want to obtain any clarification / help from the Helpdesk.

1.3 PREPARATION OF BIDS

- 1.3.1 Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
- 1.3.2 Please go through the Tender / Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Quotation document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 1.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidder. Bidder can use “My Space” area available to them to upload such documents. These



documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4 SUBMISSION OF BIDS

- 1.4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.
- 1.4.3 A standard BOQ format has been provided with the Tender document to be filled by all the bidder. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidder are required to download the BOQ file, open it and **complete the white colored (unprotected) cells** with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, Financial Bids can be submitted in RAR format as well (in lieu of BOQ).

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

1.5 ASSISTANCE TO BIDDER

- 1.5.1 Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 1.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

1.6 GENERAL INSTRUCTIONS TO THE BIDDER

- 1.6.1 The Tender will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidder is required to upload all the documents in .pdf format.
- 1.6.2 Possession of a Valid Class- III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.



1.7 COST OF BIDDING DOCUMENTS

- 1.7.1 The vendor (bidder) shall bear all costs associated with the preparation and submission of its bid and IIT-A will in no case be held responsible or liable for the costs, regardless of the conduct or outcome of the bidding process.

2 INVITATION FOR TENDER OFFERS TO INTERNAL PAINTING OF D TYPE FLATS AT IIT-A AT IIT-A.

Indian Institute of Information Technology, Allahabad invites online Bids (Technical bid and Commercial/Price bid) from eligible and experienced in work for **Internal painting of D type flats at IIT-A at IIT-A.**

3 TECHNICAL SPECIFICATIONS

3.1.1 TECHNICAL SPECIFICATION FOR INTERNAL PAINTING OF D TYPE FLATS AT IIT-A

Sl. No	Specifications
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. Complete DSR-2018, No. 13.88
2	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: (two or more coats) DSR-2018, No. 13.41.1
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. (DSR-2018, No. 13.80)
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Old work (One or more coats) DSR-2018, 13.99)
5	French spirit polishing: One or more coats on old work . DSR-2018, 13.103

Note : The approved brand of the products are Nerolac, Asian, Berger.

4 GENERAL CONDITIONS OF CONTRACT

- 4.1 Bidder must fill the Letter of Undertaking (**Annexure-IV**) and Declaration Performa (**Annexure-V**) complete in all respect.
- 4.2 Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details.
- 4.3 “The Contract” means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.
- 4.4 “The Contract Value” means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
- 4.5 “The Work” means all labour, materials, tools and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of “the Work”.
- 4.6 “Services” means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.



- 4.7 For the Bidding/ Tender Document Purposes, Indian institute of information Technology, Allahabad shall be referred to as 'Institute' and the Bidder/ Successful Bidder shall be referred to as 'Contractor and / or Bidder or Tenderer / Supplier/ Vendor'.
- 4.8 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 4.9 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Bid Security receipt of RTGS/NEFT of requisite amount or the proof of exemption from Bid Security and an Undertaking In lieu of Bid Security, or any other requirements stipulated in the tender documents are liable to be rejected.
- 4.10 The Bid Security shall be returned through electronic transfer if submitted online to the bidder(s) bank account as provided by the bidder(s) or it will be returned by post whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.
- 4.11 The Parties to the Contract/Agreement shall be the successful bidder (to whom the Services or Supply has been awarded) and the Institute, IIIT-Allahabad.
- 4.12 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to IIIT-Allahabad. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 4.13 Each page in the bid document must be numbered properly and duly signed & sealed by the bidder. Submit the tender document as per Instruction for Online Bid Submission.
- 4.14 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 4.15 In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid in Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- 4.16 Quoted rate should be valid as asked in “Tender Schedule”. The mentioned quantity may vary \pm 10.0%
- 4.17 All figures etc. must be in English Language only.
- 4.18 The lowest rate will not be the basis of claim to get the order.
- 4.19 The firm blacklisted by any IIT/IIIT/NIT/Government Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India at any stage need not to apply.
- 4.20 Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
- 4.21 Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
- 4.22 Director, Indian Institute of Information Technology, Allahabad reserves the right to alter/modify any or all conditions of this tender notice.
- 4.23 **Consignee:** Dr. Seema Shah, Jt. Registrar (Stores), IITA (Ph: 0532-2922081, 2922143). Except under specific instructions, delivery to Stores Section (if applicable) is restricted between 9:30 A.M to 5.30 P.M. on all working days except Saturday & Sunday and Holyday.
- 4.24 **Any conditional tender will not be accepted.**
- 4.25 **Tenderer should take into account any corrigendum published on the tender document before submitting their bids. All such corrigendum will be placed on Central Public Procurement**



Portal as well as IIT-A website www.iita.ac.in. Intending tenderers are advised to visit www.iita.ac.in and <https://eprocure.gov.in> for regular update, if any, till the closing date of tender for any corrigendum/addendum/amendment. IITA will not be responsible for ignorance of corrigendum.

- 4.26** Participant should be submitted the tender in two envelop cover. (1 for Technical bids and 2 for price offer or schedule of rate).
- 4.27** ANTI COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti-competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. IITA reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
- 4.28** The tenderer who submits false, forged or fabricated documents or conceals facts with intention to win over the tender or procure purchase order; Bid Security of such tenderer firm shall be forfeited and firm shall be liable for blacklisting for a period of not Less than 2 years. The firm shall also be liable for Legal action depending on the facts & circumstances of the case.
- 4.29** If the supplier fails to execute the purchase order and informs IITA about its inability to execute the order and non-compliance of the purchase order, firm shall be liable for blacklisting for a period of not less than 2 years.
- 4.30** Indian Institute of Information Technology reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of Director – IIT-Allahabad shall be final and binding on all.
- 4.31** All disputes are subject to Jurisdiction of Allahabad Courts.
- 4.32** May feel free to contact Purchase Section through email id info.purchase@iita.ac.in for any queries (Ph: 0532-2922051)
- 4.33** The required material at site must be approved by Engineer In charge.

5 PREQUALIFICATION CRITERIA FOR BIDDER

5.1.1 Bidder should have technical experience of having successfully completed similar Nature of work every year during the last 3 years ending 31 March 2019 for the purpose of consideration as technical experience bidder should Satisfying below condition with in the last years.

5.1.2 One similar order having worth not less than Rs. **23.84 Lakhs**.

OR

5.1.3 Two similar orders each costing not less than Rs. **17.88 Lakhs**.

OR

5.1.4 Three similar orders costing not less than Rs. **11.92 Lakhs**.



(Attested copies of all the above work Completion certificates should be submitted along with the proposal).

- 5.2 The bidder should submit annual turnover for the Last 3 financial years (2016-17, 2017-18, and 2018-19). Audited and certified copies of balance sheet, letter mentioning turnover and profit and loss statement of these three years duly certified by chartered accountant should be submitted. The average turn over must be minimum 100%.
- 5.3 Contractor should be registered in Central/state Government/PSU/Autonomous bodies in appropriate class like CPWD, MES, PWD & any central University etc. (attach documentary evidence).
- 5.4 Bidder should have a registered office in India. Furnish address and registration details.
- 5.5 Any IIT/IIIT/NIT/ Government Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies/ Central Universities in India should not have blacklisted the Bidder at any stage. Self-declaration to that effect should be submitted along with the technical bid.
- 5.6 The Bidder is required to quote for the complete BOQ. **Partial quote is liable to be rejected.**
- 5.7 The firm must possess valid GST Registration Certificate.
- 5.8 The Work should be carried out as per norms and specification of CPWD.

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

6 SPECIAL CONDITIONS OF CONTRACT

- 6.1 These instructions are over and above the instructions contained in the enclosed set of tender documents and **override** instructions in case of conflict.
- 6.2 **One bid per bidder:** - Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub - contractor) shall cause all Bids with the Bidder's participation to be disqualified.
- 6.3 **Pre bid Qualification:** It is proposed kindly incorporate - Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- 6.4 **Order of Acceptance:** - It is proposed kindly incorporate that the successful bidder should submit Order Acceptance within 7 days from the date of order.
- 6.5 **Rate Quoted:** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any statutory applicable taxes such as applicable Tax, etc. should be mentioned separately in the Financial Bid. However, quote should be inclusive of all other levies, statutory taxes and charges etc and should be delivered at the premises. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided.



- 6.6 Self-declaration certificate that company is not blacklisted with any of the Govt. Department and other statutory bodies. As per point No. 5.5**
- 6.7 Quantity :** The mentioned quantity in the bill of quantity may be vary $\pm 10.0\%$
- 6.8 Extension in Delivery and Work:** Delivery of completion of systems/ components and Work is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to IIIT Allahabad in writing of his claim for extension of delivery period. IIIT Allahabad on receipt of such notice may agree to extend the supply/contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by IIIT Allahabad in writing, Tender Number cannot claim the extension of delivery time as a matter of right. IIIT Allahabad shall have the right to cancel/ extend the order validity/ levy Liquidated Damage (LD) as appropriate.
- The time of delivery and Completion of Work and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule. In the event of part supply, IIIT Allahabad shall withhold the entire payment until the whole of the supply and work completed as per the order. In case the delivery schedule is not stipulated as essential criteria, contractor may indicate the period of delivery required for them.
- 6.9 Defect Liability period** shall be 12 (twelve) months from the date of satisfactory completion and handling over the site and satisfactory report from the indenter/End user as per CLAUSE NO 17.
- 6.10 Security deposit: The security deposit (@ 2.5 % of the total executed value of work will be submitted by agency or recoverd from the agency bill for one years.**
- 6.11 DETERMINATION OF THE SUCCESSFUL BIDDER:** -The Bidder meeting the minimum eligibility criteria with the lowest bid price in the respective category, subject to arithmetical correction, shall be deemed as the successful Bidder. In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder
- 6.12 Completion period:** Work should be completed within **12 weeks** from the receipt of the work order and after site clearance. If, the work delayed beyond the stipulated time of completion penalty of 1% per week or part thereof of total cost shall be imposed at the discretion of competent authority. The penalty may be upto 10% of the total accepted bid value. This purchase/Work order will be automatically expired after 12 weeks unless extension is provided by the Institute on request by the supplier.
- 6.13 Forfeiture of bid security:** Bid security of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or depreciates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its bid security will be forfeited.
- 6.14 Completion of Work:** Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.
- 6.15 Water and Electricity for Construction work:** Water & Electricity bidder arranges itself. The same will be provided on chargeable basis on written request of the bidder on construction work only.
- 6.16 Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.
- 6.17 Setting out Works:** The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.



6.18 All the work will be executed as norm and specification of CPWD and as specified in bill of quantity. If any other work will require to be under taken related to this works or any alteration in work, will be executed on the basis of approved rates after prior approval.

6.19 Payment:

- 6.19.1 Agency can raise running bill as per progress of work. Accordingly the payment will be made after verification by the engineer in charge up to 3rd & final bill.
- 6.19.2 At the time of forwarding any bill for payment, indenter should ensure that all the terms and condition of the tender documents has been fulfilled and deduction if any have been proposed.
- 6.19.3 Applicable TDS and other deductions as per provisions will be recovered (deducted) from the payment(s).
- 6.19.4 Water Charges @ 1% of the executed amount and electricity charges as per load or on the basis of actual reading (if meter has been installed) will be deducted from the bill of the agency on construction only.
- 6.19.5 Labour welfare cess as per prevailing rate has to be submitted by the contractor and submit the records.

6.20 Penalty:

- 6.20.1 Applicable penalty will / may be recovered from the payment(s).
- 6.20.2 Penalty may / will be deducted (recovered) from the Performance security. However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of IITA.
- 6.20.3 In such case(s) the vendor should notify and produce / bring the relevant communication and proof to IITA promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.

6.21 Price Basis and applicable Tax claim: Vendor should clearly mention the Rate of applicable GST separately, if firm will not mention the Taxes clearly on their Price Quotation, IIT - Allahabad will assume that the quoted price is inclusive of all and no extra amount in later stage shall be paid by IIT, Allahabad on account of Taxes. In case of tax exemption or lower TDS, vendor has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s)).

6.22 If it is found that items are fake or of sub-standard quality and not conforming to the required specifications, the firm will have to replace the fake/ sub-standard items with genuine ones immediately but they will also be liable to be blacklisted.

6.23 If the work carried out by the bidder is not found acceptable, IIT Allahabad has the complete right to reject the same without giving any compensation.

6.24 Force Majeure: The vendor (bidder) will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions.

- 6.24.1 War, Riots, Strike, Fire, Flood, Earthquake, Storm, Epidemic breakout, Power failure, Theft etc.
- 6.24.2 Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available).

6.25 Rate quoted by the firm should not be higher than the prevailing market rate.

6.26 Dispute Resolution: In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably and if the dispute could not be settled amicably, the matter shall be settled in the court under Prayagraj (Allahabad) jurisdiction only. The final payment will be released only after the vendor (bidder) complies with above-mentioned clause.

6.27 Right to alter Tender:

- 6.27.1 IITA reserves the right to alter the Tender terms and conditions at any time before submission of the bids.



- 6.27.2 IIT-A reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. IIT-A's decision in this regard will be final and binding on all vendors (bidders).
- 6.28** Conditional quotations are liable to be rejected. In the event of acceptance, Director's decision will be final. The rates should be quoted as per our required specifications.
- 6.29** The rates should be quoted in Indian rupees. As per our BOQ.
- 6.30** The right to accept or reject any tender/ quotation, partially or wholly, including lowest quotation without assigning any reason whatsoever thereof or incurring any liability thereby is reserved with the Director, IIT, Allahabad. The Director, also reserves the right to split the tender and place the orders for supply of item(s), mentioned in the enquiry letter on one or more tenderer. The decision of the Director, with regard to enforcement of these terms and conditions herein contained, as a result of breach of these conditions by successful Tenderer/s, shall be final and the Director, shall not be liable for any damage/liability put forth by the Tenderers at any stage of the transaction arising out of the enforcement of any or all herein contained terms and conditions.
- 6.31** All the documents submitted must be legible and self-attested and stamped. Otherwise it is likely to be rejected.
- 6.32** The Bid Security shall be returned to the bidder(s) whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest. Unsuccessful bidders may collect the Bid Security (within next 10 days after finalization & award of the contract) from Purchase Section, IIT-A between 3PM and 5PM on any working day after providing a copy of authorization letter and any Photo Identity Card. After these 10 days Bid Security will be sent by registered post to the postal address provided by the firm/bidder as mentioned in the tender document. Representative may also collect the EMD on behalf of the bidder, after providing an authorization letter from the bidder along with a copy of his photo identity card. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.
- 6.33** Complete Postal address of tenderer/ bidder along with Email ID and mobile number (to dispatch the Bid Security to unsuccessful bidder).
- 6.34** Tenderers responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the part of the successful tenderer. Tender must be quoted in prescribe format on the company/firm letter head.
- 6.35** Quotation should be addressed to JR(S&P), Indian Institute of Information Technology, Deoghat, Jhalwa, Prayagraj-211015 (U.P.) India.
- 6.36** All the work will be executed as norm and specification of CPWD and as specified in bill of quantity. If any other work will require to be under taken related to this works or any alteration in work, will be executed on the basis of approved rates after prior approval.

(Purchase section)

I/We duly certified that the information provided in the proforma is true. I/We agree to the contents of terms & condition of the quotation/tender.

Seal and Signature of the Proprietor/Authorized Representative



7 AWARD OF CONTRACT:

- 7.1** Two bid system shall be adopted, i.e. two envelop (Cover) **2 (1st envelop for Techno-Commercial Offer or technical bid & 2nd envelop for Financial bid or schedule of rate only).**
- 7.2** IIT-Allahabad shall award the contract to the eligible Bidder whose bid has been determined as the lowest evaluated Financial Bid. If more than one Bidder happens to quote the same lowest price, IIT-A reserves the right to award the contract to more than one Bidder or any Bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.
- 7.3** The lowest rate will not be the only basis of claim to get the order.
- 7.4 Purchaser's right to vary quantities at the time of award.**
- 7.5** Bidders having GST Registration Certificate are required to indicate their GST Registration number and shall have to enclose a self-certified copy of GST Registration Certificate. If bidder has opted for composition scheme under GST ACT 2017, they have to declare themselves as "Composition Scheme" in the bid and indicate their Registration number in the Price Bid. Bidder shall have to enclose a certificate in original from a practicing Chartered Accountant / Cost & Management Accountant / Company Secretary confirming that Bidder is eligible to opt the scheme and has fulfilled all the conditions as mentioned in notification in this regard. In addition, bidder has to enclose the self-attested GST Registration Certificate in the commercial bid. If the Bidder is unregistered i.e. exempted from GST registration, they have to declare themselves as "GST Unregistered Bidders" in the bid and shall have to enclose GST Exemption documents i.e. certificate in original from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary that Bidder is fulfilling all the conditions prescribed in GST Act, 2017 to make him exempt from registration.



8.0 ANNEXURES

8.1 ANNEXURE – I: LETTER OF BID

(To be submitted along with Technical Bid)

Dated: / /2020

To,
Jt. Registrar (Stores& Purchase)
Indian Institute of Information Technology
Deoghat, Jhalwa
Prayagraj - 211015

Sub: Submission of Bids against Tender Ref. No.: IIIT-A/SP/740/1041 / 2020

We, the undersigned, declare that:

1. We have examined and accepted all the terms and conditions of the tender reference number _____ and ready to offer the required services accordingly required in tender document.
2. We offer to execute in conformity with the Bidding Documents for “**Internal painting of D type flats**”, at IIIT-Allahabad.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security within 15 days from the date of issuance of the work/supply order.
5. We also declare that the Government of India / any other Government body/ any other organization has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)



8.2 ANNEXURE – II: CHECKLIST FOR BID SUBMISSION

SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION (YES/NO), WITH CLARIFICATION/DETAILS AS REQUIRED	Reference page no. of Tender Documents
1	2	3	
1.	Confirm that you have submitted your bid for "Internal painting of D type flats" ,at IIT-Allahabad.	(i) CONFIRMED / NOT QUOTED [Strike out whichever is not applicable]	
2.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria	CONFIRMED(YES/NO)	
3.	The bidder should have submitted annual turnover for the Last 3 financial years (2016-17, 2017-18, 2018-19). Audited and certified copies of balance sheet, letter mentioning turnover and profit and loss statement of these three years duly certified by chartered accountant should be submitted.	CONFIRMED(YES/NO) Turnover in Rupees 2016-17 _____ (Rs), 2017-18 _____ (Rs), 2018-19 _____ (Rs)	
4.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria.	CONFIRMED(YES/NO)	
5.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria.	CONFIRMED(YES/NO)	
6.	Confirm that the bidder must not have been blacklisted by any IIT/IIIT/NIT/ Government Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid. [Attach an undertaking to this effect]	CONFIRMED(YES/NO)	
7.	Confirm that the company must have its GST Registration certificate.	CONFIRMED(YES/NO)	
8.	Confirm that the Quality of materials should fulfill the specification as mentioned in bill of quantity.	CONFIRMED(YES/NO) GSTN NO _____ (MENTION THERE)	
9.	Confirm that the work should be carried out as per specification and norms of CPWD.	CONFIRMED(YES/NO)	
10.	Confirm that the Contractor /Vendor/Bidder accept all the terms and condition of Special condition of contract.	CONFIRMED(YES/NO)	
11.	Confirm that quoted price of the prescribed Supply, laying , material is on FOR / designated IIT, ALLAHABAD office/store, including transportation charges, taxes etc. all complete.	CONFIRMED(YES/NO)	
12.	Confirm there is no deviation/ clarification/ cutting/ overwriting in Price Schedule.	CONFIRMED(YES/NO)	



SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION (YES/NO), WITH CLARIFICATION/DETAILS AS REQUIRED	Reference page no. of Tender Documents
13.	Confirm the Completion Period schedule is accepted as per Tender Documents provision.	CONFIRMED(YES/NO)	
14.	Copy of PAN, Income Tax Return certificate submitted.	CONFIRMED (YES/NO) PAN NO _____ (MENTION THERE), INCOME TAX RETURN CERTIFICATE LAST THREE YEARS AS PER TENDER DOCUMENTS.	
15.	HSN CODE(if Applicable)	CONFIRMED(YES/NO)	
16.	Confirm that the duly filled and scanned copy of all ANNEXURES FROM I TO VIII submitted.	CONFIRMED(YES/NO)	
17.	Confirm that the quoted price is firm and fixed for entire contract period till completion of work unless there is separate provision in the RFQ document.	CONFIRMED(YES/NO)	
18.	Confirm that Bidder's Bid is based on total compliance to the provisions of Tender document and subsequent amendment and corrigendum, if any, without any deviations and the quoted price is based on all the terms and conditions and specifications of Tender document	CONFIRMED(YES/NO)	
19.	Confirm that the Price Reduction Schedule (PRS) as per Tender provision is acceptable and certify that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate.	CONFIRMED(YES/NO)	
20.	Confirm that the bidder accept all the terms and condition, methodology, GCC and all Annexure of entire tender documents.	CONFIRMED(YES/NO)	
21.	Confirm that proof of remittance with transaction number of EMD / exemption certificate is attached.	CONFIRMED(YES/NO)	



8.3 ANNEXURE – III: BILL OF QUANTITY (BOQ)

8.3.1 BILL OF QUANTITY FOR INTERNAL PAINTING OF D TYPE FLATS AT IIIT-A AT IIIT-A

BILL OF QUANTITY

Sl. No.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. Complete DSR-2018, No. 13.88	SqM	13952.799		
2	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: (two or more coats) DSR-2018, No. 13.41.1	SqM	13952.799		
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. (DSR-2018, No. 13.80)	SqM	3348.67		
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Old work (One or more coats) DSR-2018, 13.99)	SqM	3118.73		
5.	French spirit polishing, One or more coats on old work . DSR-2018, 13.103	SqM	36.45		
Total Rs.					

Yours faithfully,

(Signature of Authorized Signatory)

Name:
Designation:
Company seal:
Place:
Date:



9.0 AWARD OF WORK:

9.1 ANNEXURE – IV: UNDERTAKING

To,
Jt. Registrar (Stores& Purchase)
Indian Institute of Information Technology
Deoghat, Jhalwa
Prayagraj - 211015

UNDERTAKING

I, _____, of M/s. _____ having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids submitted for Tender No. _____ dated _____ for the “**Internal painting of D type flats at IIIT-A**” at IIIT-Allahabad during the period of validity of the bids.

I, further undertake to have understood that if my company M/s. _____ withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security within the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period at least for two years from being eligible to submit bids for contracts with the Indian Institute of Information Technology, Allahabad.

I, further certify that in the event of any decrease in the price/ price variation indices during the currency of this contract, we shall be promptly notify this to the purchaser and offer the requisite reduction in the contract rate.

Yours faithfully,

(Signature of Authorized Signatory)

Name:
Designation:
Company seal:
Place:
Date:



9.2 ANNEXURE – V: DECLARATION

DECLARATION

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

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

Ref. No.: IIT-A/SP/740/1041 / 2020

Date: / /20

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 IIT-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 IIT-A during the last two years.

I/We hereby declare that I/We or partners of directors are not related to any employees of IIT-A

Sl no	Name of person	Date of leaving IIT-A	Reason for leaving IIT-A

OR

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

Sl no	Name of person	Designation and Name of project or Office of IIT-A	Relationship

Note: The near relative shall include wife, husband, parents and grandparents, children and grandchildren, brothers, sisters, 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.



9.3 ANNEXURE – VI: BIDDER DETAILS

Sl	Name of the Company/ Bidder	To be filled by bidder (Documentary proof must be attached as applicable)
1	Registered office Name	
	Full address of the Registered office	
	Details of contact person(s)	
	Name	
	Designation	
	Telephone number(s)	
	Email	
2	List the major clients with whom your organization has been associated and submit documentary proof	a.
		b.
		c.
		d.

(Signature of Tenderer)

(Name)

(Seal)

Place:

Date:



9.4 ANNEXURE –VII: MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER & DETAILS OF BID SECURITY TRANSACTION

Ref. No.: IIT-A/SP/740/1041 / 2020

Date: / /20

To,
Registrar (Acting)
Indian Institute of Information Technology Allahabad
Deoghat, Jhalwa
Prayagraj - 211015

Sub: Authorization for release of payment/ dues from Indian Institute of Information Technology, Allahabad through Electronic Fund Transfer/ RTGS Transfer.

1. Name of the Party/Firm/Company/Institute: _____

2. Address of the Party: _____
City: _____ Email ID: _____ Mobile: _____
Permanent Account Number: _____
3. Particulars of Bank:
Bank Name: _____ Branch Name: _____
Branch Place: _____ Branch City: _____
PIN Code: _____ Branch Code: _____
IFSC Code (11 Digit Alpha-Numeric Code): _____
Account Type: Savings/ Current/ Cash Credit: _____
Account Number: _____

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Indian Institute of Information Technology responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____
Date: _____

Signature & Seal of the Authorized Signatory of the Party

Details of BID SECURITY are as follows (if submitted, attach a photocopy)*:

Bid security amount (in Rs.)	Bank Name	Issue Date	Valid till date	If transfer online			If MSE (mention YES)
				Mention NEFT/RTGS	Transaction no.	Transaction date	

***Attach a photocopy of proof regarding submission of bid security amount/ MSE Registration Certificate**



9.7 ANNEXURE-VIII

AGREEMENT

An agreement made this on _____ day of _____ between Registrar , Indian Institute of Information Technology, Allahabad _____ (herein referred to as Employer) of the part and M/s _____ (herein referred as the Contractor of the other part).

Whereas in response to call for tender for the _____ as per tender paper at _____ hereto contractor has submitted a Tender as per Annexure 'A' hereto and whereas the said Tender of the contractor has been accepted the total estimated contract value of Rs. _____ as per copy of letter of acceptance of Tender No. _____ Dated _____ completed with enclosures at the accepted rates and agreed deviations from Tender Papers as per annexure hereto. Now this agreement witness that consideration of premises and the payment to be made by the Employer to the contractor provided for herein below the contractor shall supply all equipments and materials and executed and perform all works for which the said Tender of the contractor has been accepted strictly according to the various provisions in Tender papers hereto and upon such supply execution and perform to the satisfaction of the Employer, the employer shall pay to the contractor at the several rates accepted as per the said annexure and in terms of provisions herein.

In witness whereof the parties have here unto set and subscribed their respective hands and /or seals the day and years respectively mentioned against their respective signatures.

Signed and delivered at _____ by

Sri _____

For and on behalf of M/s _____ the contractor within named in the presence.

Authorized Signatory

Witness:

1. Signature
Name in Block Capitals _____
Address _____

2. Signature
Name in Block Capitals _____
Address _____

Signed and delivered at _____ by
Sri _____ Registrar, Indian Institute of Information Technology,
Allahabad in the presence of:

Registrar

Witness:

1. Signature
Name in Block Letter _____
Address _____

2. Signature
Name in Block Letter _____
Address _____