

सामग्री प्रबंधन अनुभाग

भारतीय प्रौद्योगिकी संस्थान रूडकी

क्तंडकी–247667, हरिद्वार, उत्तराखण्ड, भारत

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PAN-AAALI0033R

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निविदा प्रलेख / Tender Document

No. 2024250797/MM-13/IITR/2024-25/REPAIR, MAINTENANCE, AND /SO/764

Date of Uploading of Tender -https://eprocure.gov.in/eprocure/app

12-Mar-2025

Bids under two bid systems (Technical and Commercial) are invited Online at CPP Portal (https://eprocure.gov.in/eprocure/app) from the reputed manufacturer/authorized supplier/dealer for the following items. **Manual bids will not be accepted.**

वस्त की तकनीकी विशिष्टताएँ / Technical Specifications of item:

Sr. No	Name of item / Specifications	QTY	UOM
1	REPAIR, MAINTENANCE, AND RE-FILLING OF FIRE EXTINGUISHERS AT IIT ROORKEE	Please re	efer Annexure-V
	(For Detailed Technical Specification Plz refe	r Annexure-V)	
	नोट—1: कृपया वस्तु का मूल्य एवं कर अलग—अ	ालग दर्षाए।	
	Note-1: Please quote the Rate & Taxes of the item	n separately.	
	Note-2: E-way bill is to be issued by the Vende	ers/Transporter	
	Note-3: The HSN / SAC Code of the item must	be mentioned.	
For Reasonabi	lity of Rates, The firm must enclose the last two supply orders for the s	ame item with Financia	l Bid (Annexure-III) only.
	Critical Date Sheet		
1	Published Date	12-Mar-2025	(17:00)
2	Bid Document Download / Sale Start Date	12-Mar-2025	(17:30)
3	Seek Clarification Start Date	12-Mar-2025	(18:00)
4	Seek Clarification End Date	18-Mar-2025	(16:00)
		10 May 2025	(12:00)
5	Pre Bid Meeting Date	19-Mar-2025	(12.00)
5 6	Pre Bid Meeting Date Bid Submission Start Date	21-Mar-2025	
			(15:00)

Chapter-1: Instruction to bidders

- **A.** The Tender should be enclosed with proper certifications like Agency Certification, Authorization certificate and/or Proprietary Certificate, as the case may be , in support of your offer.
- B. बोली का जमा किया जाना / Submission of Bids:

The bids should be submitted online in two parts -

- (i) The Technical Bid (Annexure-I, II, IV & V) with Tender Fee, EMD and Tender Acceptance
- 1 Letter
 - (ii) The Financial Bid (Annexure-III) & Price Bid in .XLS Format
 Rates in .xls format will only be considered for Financial evaluation & further processing.
- 2 The bids should be on official pad preferably with GST Number of the firm

- The quotations should bear full details and where possible may be duly supported with catalogues, pamphlets, literature, samples of the item/items as the case may be for comparing the quality and rates of the item(s).
- 4 The transportation cost, insurance charge etc., if any, percentage/ rate of GST or all other taxes and duties should be clearly mentioned.
- 5 The bids / rates / tenders should remain valid for a minimum period of 90 days from the date of financial opening.
- 6 The rates shall not be subject to escalation of any nature.
- 7 The rates quoted should be applicable to educational institutions and any cost advantage received in lieu thereof should be passed on the Institution.
- 8 While quoting / sending rates, the firm shall give an undertaking as per Annexure-II.
- 9 Pre-bid meeting will be held online as per schedule mentioned in critical date sheet.

Title-Pre-Bid Meeting
Date: 12th March 2025
Time: 12:00 pm -13:00 pm

Meeting Link: https://iitroorkee.webex.com/iitroorkee/j.php?MTID=m395ff2a822726d4c68fa713f74354433

Meeting number: 2643 977 6997 Meeting Password: 3Eeha6YqN8b

C. विधि निक्षेप / Earnest Money Deposit (EMD):

The Technical Bid should accompany the Tender Fee of Rs. 1,000/- (Including GST) and EMD of value Rs. 1,51,000/- (Rupees One Lac Fifty One Thousand only) which should be deposited online into below mentioned account.

Details of IIT Roorkee Bank Account:

Account Name: NON MHRD GOVERNMENT FUND IIT ROORKEE

Account No.: 00000032685865515
Bank Name: STATE BANK OF INDIA
Branch Address: IIT ROORKEE, ROORKEE

IFSC Code: SBIN0001069 MICR: 247002094

The Bidder will have to fill EMD details & provide the tender reference number in the narration/remarks while doing the payment as per quoted items and share the receipt of the same in pdf on CPP Portal (https://eprocure.gov.in/eprocure/app). The qualification in Technical bid will be subject to the submission of EMD in above mentioned account within schedule date and time as mentioned in the NIT. IITR shall not be responsible for any delay in submission of EMD.

In case the EMD is not received in above mentioned account within the aforesaid period, the bid will be out rightly rejected.

Exemption on submission of EMD will be given against valid MSME/NSIC certificate under valid category.

The earnest money shall be refunded to all the unsuccessful firms, without any interest after finalization of the contract. EMD shall be refunded to the successful firms on receipt of PBG/Security Deposit. No interest is payable on the EMD to either the successful firms or the unsuccessful firms.

D. निष्पादन बैंक प्रत्याभूति / Performance Bank Guarantee (PBG):

In case the total order value of items becomes Rs.25.00 Lakhs or above, 3% of the total order value in the form of Bank Guarantee or FDR pledged in favor of "The Registrar, IIT Roorkee" is required at the time of installation of the equipment which should remain valid at least during the warranty period plus sixty days. No interest shall be claimed by the bidder on the PBG submitted.

- E. बोलियो का खोला जाना / Opening of Bids:
- 1 The Technical Bids will be opened online at CPPP Portal (https://eprocure.gov.in/eprocure/app)-Plz refer Critical Date Sheet
- The Financial bids of only the Technically Qualified bidders will be opened. The date and time for opening the Financial Bid will be communicated to the respective firm later by the system (CPP Portal (https://eprocure.gov.in/eprocure/app))
- 3 Representatives of the firms(s) may be present at the time of openings, if they so desire.

Chapter-2: Conditions of Contract

F. ठेका देना / Award of Contract:

The final selection of the bidder for the award of the contract will be made on the basis of the lowest commercial bid amongst the Technically Qualified Bidders.

Prices of optional item will not be considered to identify lowest price bid.

G. पूर्व–आपूर्ति निरीक्षण / Pre-supply Inspection:

Authorized representative of the Institute shall make the final inspection before supply of the item at site of the firm, if required.

H. वस्तु की आपूर्ति / Supply of Item:

The whole supply as per order shall have to be completed within the time mentioned in the order failing which the I.I.T. Roorkee shall have the right to accept or reject any quantity of items ordered. The firm will have to arrange for supply of the material in good condition.

I. भुगतान की शर्ते / Payment Terms:

A. Payment in INR for supply of goods:

Please refer Annexure-V

B Payment in INR for AMC/Service:

Quarterly/Halfyearly after satisfactory completion of work/service duly certified by the H.O.D./P.I.

J. ਵਂਢ/Penaltv

A penalty of 0.5% of the total order value per week shall be levied for the delay subject to a maximum of 5% of the total order value.

In case of the non-supply of the item/service after the acceptance of the work/supply order, EMD & PBG (if submitted) will be forfeited by the Institute. Also, the firm will be debarred from any future bidding process of IIT Roorkee for a period of a minimum two year.

K. अप्रत्याषित घटना/Force Majeure:

For the purpose of and within the scope of contract by way of indication and not of limitation, the term "Force Majeure" shall mean acts of nature, strikes, Lockouts, or other industrial disturbances, act of public/enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms lightening, flood, washouts, civil disturbances, explosion and any other similar even not within the control of either party on which by exercise of due care and diligence neither party is able to prevent or overcome.

L. मध्यस्थता / Arbitration:

If any dispute which may arise with respect to any term and condition or with respect to the interpretation of any term and condition of the Purchase Order/Work Order, which may be issued to the qualified and successful tenderer subsequently, the same shall be settled strictly in accordance with and in compliance of the Arbitration procedure which is mentioned descriptively in the Purchase Order/ Work Order.

M. बोली अस्वीकृती के लिए मानदंड / Criteria for bid rejection:

- 1 If technical bid found without the required undertaking (Annexure-II), EMD & Self Certificate (Annexure-IV)
- If it found at a later date that any information given in the bids is Incorrect/false then the bid is liable to be disqualified/rejected.
- 3 Canvassing in any form will result to disqualification.
- 4 If "extra, as actual" etc. are mentioned against any of the price components in the bid the bid will be rejected.
- 5 If the firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6 If financial bid is found along with technical bid in pdf on CPP Portal, then the bid shall be rejected outrightly.
- If any bidder submitting two/multiple bids for the same item of a tender, both/all the bids of that bidder will be outrightly rejected.

Chapter-3: Schedules of requirements

N. टिप्पणी / Note:

- 1 If the supplier/firm is manufacturer/authorized dealer/sole distributor/of the item, the certificate to this effect should be attached.
- Please note that the firms must submit the compliance Statement in an organized and structured manner in respect of all the specifications as per Annexure-V with the supporting catalogue/leaflet of the firm. Annexure-I, II, & IV have to be submitted with Technical Bid and Annexure-III with financial bid.
- It may also be noted that the tender bids received after the stipulated date & time or found incomplete and the tender bids containing false/incorrect information shall be summarily rejected. The Institute shall not entertain any communication in this regard, whatsoever.
- The firm is required to give its Bank Account details with IFSC for the purpose of making e-payment.
- The Indian Institute of Technology (IIT) Roorkee reserves the right to reject any quotation wholly or partly without assigning any reason.
- 6 The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.

- The decision of the institute in all matters relating to eligibility, acceptance, rejection of the bid will be final and binding on the applicants.
- 8 IIT Roorkee discourages High Sea Sale purchase. All tenders with High Sea Sale will be rejected.
- 9 The firms should clearly mention (in the financial bid) the Harmonized System of Classification (HS code) defined by the Central Custom and Excise Board (Govt. of India)- for the item(s) involving import.
- If the bid opening date happens to be a holiday, then the bid will be opened at 3.30PM of the next working day followed by the holiday.
- If an agent submits bid on behalf of the Principal/OEM, the same agent can not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 12 Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.
- The quantity shown against the item is approximate and may vary as per demand of the Institute at the time of placing order. Also, the final requirement of each line item will be decided by the Institute at the time of placing the PO.
- Any corrigendum/addendum/errata in respect of the Tender Notice/ Enquiry letter shall be made available CPP Portal (https://eprocure.gov.in/eprocure/app). Hence prospective bidders are advised to visit the CPP Portal (https://eprocure.gov.in/eprocure/app) regularly.
- Bidders shall be responsible for the correctness of the information provided in the enquiry letter/tender document. If it is found at a later date that any information given in the bid is Incorrect/false then the bid is liable to be disqualified/rejected.
- Before submission of bids, bidders should read the complete enquiry letter/tender document carefully and ensure that the bidders fulfill the eligibility criteria.
- In case the item/product is under rate contract with DGS&D or GeM, then Bidder should certify that the rate quoted is not over and above (higher side) the rates under RC with the DGS&D or GeM.
- In Item Wise BoQ .xls sheet, In column M, leave blank for the item/service not provided/quoted by you. If quoted 0 then it will be considered that the item/service will be provided free of cost.

Or

In Item Rate BoQ .xls sheet, If quoted 0 for the items/services in column M then it will be considered that the items/services will be provided free of cost.

- The bidder must quote the applicable GST appropriately in the price bid format provided i.e BoQ in .xls format. In case column of GST left blank, quoted 0, or inappropriate, then total quoted amount shows in column BB would be final inclusive of GST & other charges. The difference in GST amount payable if any will be borne by the bidder. In this case, the basic unit prices will be suitably adjusted by the bidder if required.
- Only 'Class-I local supplier' and 'Class-II local supplier', as defined in the Public Procurement (Preference to Make in India), Order 2017 shall be eligible to bid in tender. For more details please refer: Order No.: P-45021/2/2017-PP (BE-II), DPIIT, Ministry of Commerce and Industry issued Dated: 16th Sept. 2020.

Self-certificate has to be provided in this regard that the item offered meets the local content requirement for 'Class-I local supplier' & 'Class-II local supplier'. (As per annexure-IV)

21 The Institute reserves the right to rectify any discrepancy of this advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of purchase order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.

Chapter-4: Specifications and allied Technical details

Plz. See Annexure- I, II, IV, V

Chapter-5: Price Schedule (to be utilized by the bidders for quoting their prices online in .XLS format at CPPP Portal (https://eprocure.gov.in/eprocure/app)

Plz. See Annexure- III & Price Bid in .XLS Format

Chapter-6: Contract Form

Purchase Order is used as Contract Form

Chapter-7: Other Standard Forms, if any to be utilized by the purchaser and bidders

Tender Acceptance Letter

*उप कुलसचिव (सामग्री प्रबंधन) Deputy Registrar (MM)

*Document Digitally Signed on https://eprocure.gov.in/eprocure/app

For any Clarification regarding technical specifications of item Please Contact:

Sh. Vishwanandan Kumar Singh,

Safety Office, IIT Roorkee

Ph. 01332-28-4026 Email: safetyofficer@iitr.ac.in

Safety Office, IIT Roorkee

तकनीकी बोली

विस्तृत विवरण अनुपालन रिपोर्ट के साथ प्रस्तुत किया जाना है (अपने आधिकारिक लेटर हेड पर विकेता / फर्म द्वारा प्रस्तुत करने के लिए)

Detailed specification cum compliance report to be submitted with the Technical Bid (to be submitted by the vendor/firm on its official letter head)

(For Detailed Technical Specification Plz refer Annexure-V)

Sr.No	Name & Required Specifications of Item(s)		Qty	MOU	Offered specifications of item(s) by the firm
1	REPAIR, MAINTENANCE, AND RE-FILLING OF FIRE EXTINGUISHERS AT IIT ROORKEE		Please re	fer Annexure-V	
	Firm's Profile :				
1	Manufacturer/Authorized Agent/Distributor/Dealer/Supplier(valid certificate must be attached)				
2	E-mail I.D. & Telephone/Mobile No. Detail of Bank A/C				
Note:	1. "offered specifications", should be filled up properly in the format provided as per Annexure-I.			cure-l.	
	2. Volume & Weight of the item should also be mentioned.				
	3. The HSN / SAC Code of the item must be mentioned.				

Signature:		
Name :		
Designation :		
Seal of the Organisation		

Seal of the Firm/Agency

उपबंध / UNDERTAKING

Ref. No. Dated:-	No. 2024250797/MM-13/IITR/2024-25/REPAIR, MAINTENANCE, AND /Sr 12-Mar-25	0/764
	I/We hereby certify that we or Our OEM are not from such a country wh such a country, We are registered with the Competent Authority. [When the Competent Authority is attached.]" (For details Please refer Order No.)	e applicable, evidence of valid registration by
	Link of Order: http://mm.iitr.ac.in/mmweb/public/forms/63374	GFR%20Rule%20144%20(xi).pdf
	That all the terms/conditions mentioned in the enquiry letter/tender aga acceptable to the firm.	ainst which the rates are being given are
	It is certified that the rate quoted is not over and above (higher side) the	rates under RC with the DGS&D or GeM.
	It is certified that the firm has never been black-listed from any Governm Autonomous/ PSU) in the last three years.	nent Department. (State/Central Govt./
		Signature
		Name
		Designation

Financial Bid

(to be submitted by the vendor/firm on its official letter head)

Ref. No. No. 2024250797/MM-13/IITR/2024-25/REPAIR, MAINTENANCE, AND /SO/764

Date: 12-Mar-25

Rates:

Sr. No	Name of item / Specifications	Qty	UOM	Rate	Amount (INR Only)
				To be filled in	.XLS sheet (attached)
Grand Total Rs.					

¹⁾ Price of the items should be clearly mentioned if supplied Free of Cost.

Terms & Conditions:

1 Prices (quoted in Rs.): FOR Safety Office, IIT Roorkee

2 Payment: Should be clearly mentioned, As per clause-I of tender document.

3 Validity:

4 Delivery period:5 Other charges:6 Warranty:

7 Rejection: Equipment if found not as per the required specification would be rejected.

8 Penalty Clause: As per clause-J of tender dcoument.

In case of the non-supply of the item/service after the acceptance of the

work/supply order, EMD & PBG (if submitted) will be forfeited by the Institute. Also, the firm will be debarred from any future bidding process of IIT Roorkee for a period

of a minimum two year.

9 PBG: In case the total order value of items becomes Rs.25.00 Lakhs or above, 3% of the

total order value in the form of Bank Guarantee or FDR pledged in favor of "The Registrar, IIT Roorkee" is required at the time of installation of the equipment which should remain valid at least during the warranty period plus sixty days. No interest

shall be claimed by the bidder on the PBG submitted.

It is certified that the rate quoted is not over and above (higher side) the rates under RC with the DGS&D or GeM.

Signature	
Name	
Designation	
Seal of the Firm/Organization	

Details of Institute:

IEC CODE	0100000011	
AD CODE	0001069-2770325	S.B.I., IIT ROORKEE
	0303974-2770324	P.N.B. IIT ROORKEE

(to be submitted by the vendor/firm on its official letter head)

Self-Certificate for Local Content

	Sen-Certificate for Local Content	
Tender No.:	No. 2024250797/MM-13/IITR/2024-25/REPAIR, MAINTENANCE, AND /SO/764	Date: 12-Mar-25
	We hereby certify that the items quoted by us against about local content as per below:	ve mentioned tender no. has the
	Local Content (in %):	
	Local Supplier Class:	
	The details of the Make in India items/parts used in the quoted p	roducts is/are as under:
1		
2		
3		
The	e details of the location(s) at which the local value addition made/m	nanufactured is/are as under:
1		
2		
3		
Financial Rules fo	and, false declarations will be in breach of the code of integrity und or which a bidder or its successors can be debarred for up to two yellong with such other actions as may be permissible under law.	
		Signature:
		Name:
		Designation:
		Seal of the Firm/Organization:

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app. Also, any modification on CPP portal in reference to below will be applicable. Therefore, for more details and update please refer CPP Portal (https://eprocure.gov.in/eprocure/app).

- 1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for etendering.
- Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 3 Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- Then the Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/nCode/eMudra etc. recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- 5 The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 6 Contractor/Bidder may go through the tenders published on the site and download the tender documents/ schedules for the tenders.
- 7 After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- 9 Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11 From my tender folder, he may select the tender to view all the details uploaded there.
- It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- Bidder should submit the Tender Fee/ EMD as specified in the tender. Scanned copy of the same should be uploaded as part of the offer. (if applicable)
- While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 17 The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the same. (if applicable)
- The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection. (If applicable)
- The bidder has to digitally sign and upload the required bid documents one by one as indicated. Every act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.

- The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 21 If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e- Tender system. The bidders should follow such time during bid submission.
- All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology.

 Data storage encryption of sensitive fields is done.
- The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **0120-4001005** or send an e-mail to cppp-nic@nic.in.

Prequalification

- An undertaking by the firm that it has never been black-listed in the last three years must be attached along with the Bid, failing which the Bid shall be rejected. (As per Annexure-II)
- 2 True copy of Permanent Account Number.
- 3 Details of GST along with a copy of certificate to be attached.
- Submission of samples if required, for all items indicated in the NIT. The make of items proposed to be supplied should be indicated and submitted along with the techno commercial unpriced bid without indicating the pricing components.
- Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the tender document are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Tender Acceptance Letter

(To be given on Company Letter Head)

_	
_	
	Date:
	Sub: Acceptance of Terms & Conditions of Tender.
	Tender No. 2024250797/MM-13/IITR/2024-25/REPAIR, MAINTENANCE, AND /SO/764
Tender desc	cription:
_	
_	
Dear Sir,	1 I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender No.' from the web site(s) namely:
	as per your advertisement, given in the above mentioned website(s).
	2 I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No to (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
	3 The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
	4 I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
	5 In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
	Yours Faithfully,
	(Signature of the Bidder, with Official Seal)

संरक्षा कार्यालय आरतीय प्रौद्योगिकी संस्थान रूड़की रूड़की, हरिद्वार, उत्तराखंड - २४७६६७ टेलीफ़ोन: +९१-१३३२-२८-४०२६, २०३



SAFETY OFFICE INDIAN INSTITUTE OF TECHNOLOGY ROORKEE ROORKEE, HARIDWAR, UTTARAKHAND-247667 Telephone: +91-1332-28-4026, 203

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Website- https://www.litr.ac.in/safety

TENDER

REPAIR, MAINTENANCE, AND RE-FILLING OF FIRE EXTINGUISHERS AT IIT
ROORKEE



A THE ROOTKEE

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract are supplementary to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

Name of Work	Estimated Cost	Completion period (Months)
REPAIR, MAINTENANCE, AND RE- FILLING OF FIRE EXTINGUISHERS AT IIT ROORKEE	Rs.75.41 Lacs (inclusive of GST @18%) Seventy-Five Lakh Forty One Thousand only	06 Months

1. Definition (GCC clause 1.0) :-

- a) Owner means IIT Roorkee.
- b) The site -This is the project site of IIT Roorkee, Roorkee Main Campus.
- 2. (i) Security Deposit: As per Critical Data Sheet.
 - (ii) Release of Security Deposit: The Security Deposit will be refunded by the Owner after completion of the Defect Liability Period, i.e. 12 months from the date of work completion.
 - (iii) IIT Roorkee reserves the right to seek justification from the bidder for abnormally high/low bids.
 - (iv) In case of abnormally high bids, IIT Roorkee reserves the right to negotiate with the bidder.
 - (v) In case of abnormally low bids, the successful bidder may be directed to deposit additional security as per the following formula:

Upto 30% below the estimated cost (including 30%) : Nil 30% to 50% below the estimated cost (including 50%) : 20% iii. 50% to 70% below the estimated cost (including 70%) : 40%

Performance Guarantee:

As per Critical Data Sheet. The performance guarantee shall be valid for a period of 60 days after completion.

4. The work is estimated to cost as mentioned in the NIT. The estimate, however, is given merely as a rough guide.

5. Criteria of eligibility

3.

Intending bidder is eligible to submit the bid provided, if he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for submission of bid documents: 5.1

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TIT Roorkee

- a) Intending bidder should not be a joint venture (Self Certified copy of relevant documents clearly establishing the status of bidder to be uploaded)
- b) Intending bidder / OEM should have successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered.

Three similar completed works costing not less than the amount equal to 30% of the estimated cost put to tender,

Or

Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar completed work of aggregate cost not less than the amount equal to 70% of the estimated cost. (Self-certified photocopy of work order along with work completion certificate to be uploaded as proof).

Work completion certificate should have been issued by an organization and must contain the name of the work, date of start, date of actual completion, and amount of work executed.

Explanation: The value of executed works shall be brought to the current costing level by enhancing the actual value of work at the simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for this tender.

Similar work means "SITC / Repair & Maintenance of firefighting & fire alarm system".

- c). Average annual financial turnover should be at least 50% of the estimated cost during last three consecutive financial years duly audited by a Chartered Accountant (Self Certified photocopy of certificate from CA preferably with UDIN Number to be uploaded), the year in which no turnover is shown would also be considered for working out the average.
- d). Should have a solvency certificate of the amount of at least 40% of the estimated cost of the work issued by a scheduled bank during the last one year (one year from the last date of bid submission). (Certified copy of original solvency certificate to be uploaded).
- e). Authorization from the OEM must contain the name of the bidder, duration of authorization of minimum 02 years and tender name.
- f). The time allowed for carrying out the work will be as per the NIT from the date of start as defined in the Award of Work or from the first date of handing over of the site, whichever is later, following the phasing, if any, indicated in tender documents.
- g). The site for the work is available / shall be made available for the start of the work.
- h). The Tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen/downloaded from IIT Roorkee website http://mm.iitr.ac.in/mmweb/tenders or Central Public Procurement Portal (CPPP) http://eprocure.gov.in/app.

- i). While submitting the bids, bidder can revise the rate, but before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.
- j). The scanned copies of documents as per the critical data sheet shall be uploaded on the etendering website.
- k). The bid submitted shall become invalid and the cost of the bid & tender processing fee shall not be refunded if:
 - (i) the bidder is found ineligible.
 - (ii) The bidder does not provide all the documents (including PAN No., GST registration, etc.) as stipulated in the bid document.
- I). Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. Cost of the site visit shall be borne by the bidder.
- m). All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of the conditional rebate is put forth by the bidder shall be summarily rejected.
- n). Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- o). The bidder shall not be permitted to tender for works in the Safety Office, IIT Roorkee, if his near relative is posted as an officer in any capacity between the grades of Prof IC Safety, Safety Officer, and Assistant Safety Officer. Any breach of this condition by the bidder would render him liable to be removed from the Tendering process.
- p). No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to act as a bidder within one year after he retires from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the bidder's service.
- q). The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. If any bidder withdraws his bid before the said period of street of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid

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that are not acceptable to the Indian Institute of Technology Roorkee, then Indian Institute of Technology Roorkee, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposit. Further, the bidders shall not be allowed to participate in the re-bidding process of the work.

- r). The notice inviting bids shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, has to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto within 15 days from the stipulated date of start of the work.
- 5.2. Agreement shall be drawn with the successful bidder in the prescribed format.
- 5.3. The time allowed for carrying out the work will be as per the NIT from the date of start as defined in the Award of Work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in tender documents.
- 5.4. The site for the work is available / shall be made available for the start of the work.
- 5.5. The Tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen / downloaded from IIT Roorkee website http://mm.iitr.ac.in/mmweb/tenders or from Central Public Procurement Portal (CPPP) http://eprocure.gov.in/app.

5.6. Composite Tender (if applicable)

- **5.6.1.** The competent authority is calling this bid for the composite work.
- **5.6.2.** The eligible bidders have to quote rates for all items given in the schedule of quantity.
- 5.6.3. After acceptance of the bid by the competent authority, Material Management, IIT Roorkee with consent of the safety office shall issue a Letter of Acceptance (LoA) on behalf of the Institute. After the issue of LoA, the bidder will have to enter into one agreement with the MM section and Safety office.
- **5.6.4.** Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- **5.6.5.** Security Deposit will be worked out separately for each component corresponding to the quoted/accepted cost of the respective component of works.
- **5.6.6.** The bidder may associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit details of such agency(s) to Safety office & MM Section. The name of the agency(s) to be associated shall be approved by Prof IC Safety. Before engaging such associate agencies bidder has to inform Safety Office along with his experience and all credentials and get the approval of the same from him.
- **5.6.7.** In case the bidder intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective Dean Infrastructure. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case the Safety office is

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not satisfied with the performance of any agency, he can direct the bidder to change the agency and this shall be binding on the bidder.

- **5.6.8.** The main bidder has to enter into agreement with the bidder(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Safety office In case of change of associate bidder, the main bidder has to enter into agreement with the new bidder associated by him.
- **5.6.9.** It will be obligatory on the part of the bidder to sign the tender documents for all components before the first payment is released.

6. Payment:

- **6.1** a) No advance payment shall be made.
 - b) Payment will be made only after issuance of the completion certificate of the work as per the scope of work and receipt of the Renewal of buildings Fire NOC.
- **6.2** Payment shall not be released until the submission of the following documents by the bidder to the Owner:
 - a) Attendance of deployed manpower (if applicable)
 - b) Measurements (if applicable)
 - c) GST Invoice with revenue stamp.
 - d) EPF & ESI deposit proof of all deployed staff (if applicable).
 - e) Deployed manpower salary deposit proof (if applicable).
 - f) Insurance Bidder's All Risk (CAR) Policy, Workmen Compensation Policy, and Third Party Liability Insurance.

6.3 Basis of Payment in RA Bills

Payment in RA bills may be considered and shall be based on the decision of the PIC with consent of the DPC committee the quantity of work executed at the site (as per the item of work) & verified by the Owner as per the item rate in work orders. The owner is authorized to allow payment for part rate/reduced rate/full rate for any item(s)in the Schedule of Quantity. Further owner is authorized to allow different part rates/reduced rates for different item(s).

6.4 Disallowance of payment

If payment has been made in the RA bill for any item of work but later on, some defect is noticed, the Owner is authorized to disallow the payment in the subsequent bills till rectification of the work.

6.5 Final bill

The final bill, complete in all respects, shall be submitted by the bidder within 15 days from the date of completion of work. The total quantity may vary per actual work execution/site requirement/and user-suggested changes during execution.

The following documents should accompany the bill.

- a) Job completion certificate.
- b) Site clearance certificate.
- c) Indemnity certificate towards labour payment and all statutory payments.
- d) Certificate of test on materials, etc. (if applicable)
- e) Certificate of measurement sheets (if applicable).



- f) Original quality control records, measurement records, and any other joint site records maintain at the site (if applicable). No claim shall be entertained after receipt of the final bill.
- g) Warranty certificate against items/equipment installed/replaced (As applicable as per scope of work).
- h) HPT certificates and refilling certificates submission.
- i) A warranty of six-months is to be provided against the refilling of the fire extinguishers. Warranty certificates are to be provided on party letter-head considering without any tempering, any down pressure, or leakage of any kind in the fire extinguisher.

Settlement of final bill shall be made subject to deduction of all dues payable by bidder, consideration of all /PA bills, settlement of all disputes, and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

7. Evaluation and Comparison of Bids:

- 19.1 The Owner along will evaluate and compare only the bids determined to be substantially responsive.
- 19.2 In evaluating the bids, the Owner will determine for each bid the evaluated bids Price by adjusting the bid. Price as follows:
- a) Making any correction for errors; or
- b) Making an appropriate adjustments for any other acceptable variations, deviations;
 - c) Making appropriate adjustments to reflect discounts offered.
- 8. The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.
- Owner's and Bidder's Risks: The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.
 - 9.1 Owner's Risks: The Owner is responsible for the accepted risks which are :
 - a. Insofar as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
 - b. A cause due solely to the design of the Works, other than the Bidder's design.
 - **9.2 Bidder's Risks:** All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the accepted risks of the owner.
 - 9.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include interalia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other

inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim. The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

10. Employment of Labour:

- 10.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfilment of all legal obligations under Contract Labour (R&A) Act, Inter State Migrant Workmen (Registration of Employment and condition of Service Act, Payment of Wages Act., Minimum Wages Act, Workmen's Compensation Act, Factories Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non-fulfilment of statutory provisions under any industrial/labour laws by the bidder, the same shall be made good by the bidder and Owner shall have full right to recover and claim the same against the bidder from his outstanding bills or otherwise. No Labour to stay at site.
- 10.2 The bidder will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesman are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The bidder shall pay, to each person, the wages as per minimum Wages Act of the State Government.
- All traveling expenses including provision of all necessary transport to and from site, lodging allowances and other payments to the bidder's employees are his own responsibility. The hours of work on the site shall be decided by the Owner and bidder shall adhere to the same. All bidder's employees shall wear safety helmet and such identifications marks as may be provided by bidder on work site and duly approved by Owner. All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Bidder's and/or his sub-bidder's employees. The bidder shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948 Group Insurance and other Acts for the workmen working at site.
- The bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Dean Infrastructure/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

11. Inspections by Owner:

- 11.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Owner for doing so.
- 11.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
- 11.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- 11.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.
- 11.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.
- 11.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.
- 11.7 After the successful tender, the IITR Committee shall have the right to visit the designated factory for refilling, repair and maintenance by the L-1 bidding agency. The IITR Committee reserves the right to make one visit before the commencement of the work and one visit during the work.

12. Change in the order/ Extra items of work:

12.1 The Owner may at any time, by written order given to the Bidder, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work

- 12.2 The Owner reserves to itself the right of omission of any item of work from the awarded Publish at any time/ stage during the execution of work and award the same to another agency / bidder.
- 12.3 The Owner may at any time (during execution of work), by written order given to the Bidder, increase the scope of work or include any new item of work. The Bidder shall be bound to carry out such works, the rates for which shall be arrived at on the basis of the CPWD Schedule of Rates or if the Schedule is silent by standard methods of rate analysis as derived by the Owner/Architect.

13. Force Majeure:

- 13.1 The Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder's fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.
- 13.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Termination by Default:

- 14.1 The Owner may without prejudice to any other right or remedy, by written notice (of fifteen days) of default sent to the Bidder, terminate the contract in whole or part: a) if the Bidder fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner, or b) if the Bidder fails to perform any other obligation(s) under the contract,
- 14.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those unexecuted and the Bidder shall be liable to the Owner for any excess costs for such similar work or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

15. Dismissals of workmen:

The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.

16. Working Hours:

Normal working hours shall be from 08:45 a.m. to 05:30 p.m. No construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. However, working hours can be extended in case of urgency with prior approval of IIT Roorkee.

17. Delay and Extension of time:

If in the opinion of the Owner the work be delayed

- a) by force majeure or
- b) by reason of any exceptionally inclement weather or
- by reason of proceedings taken or threatened by or disputes with adjoining or neighbouring owners or public authorities or
- d) by delays of other bidder or Tradesmen engaged by the Owner or the Owner and the works not referred to in the Schedule of Quantities and/or specification or
- e) by reasons of Owner's instruction or
- by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- g) in consequence of the bidder not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing or
- h) from other cause which the Owner may certify as beyond the control of the bidder or
- by reason of non-payment of interim certificate at specified time, the Owner shall grant for approval by the Owner a fair and reasonable extension of time for completion of the Contract. In case of strike or lockout the bidder shall as soon as may be given written notice thereof to the Owner, but the bidder shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

18. Quality Control:

18.1 Identifying Defects:

The Owner shall check the Bidder's work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Owner may instruct the Bidder to search for a Defect and to uncover and test any work that the Owner considers may have a Defect.

18.2 Correction of Defects

- **18.2.1** The Owner shall give notice to the Bidder of any Defects before the end of Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability period shall be extended for as long as Defects remain to be corrected.
- **18.2.2** Every time notice of Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Owner' notice.

19. Liquidated Damages:

Suborders detailing the quantum of work/material with stipulated time (as per discretion of IIT Roorkee) will be communicated to the firm via electronic / hard copy. In case of delay / partial completion, a penalty amounting to 0.5% per week of suborder value subject to a maximum of 5% (five percent) of the Contract value from the stipulated date of completion shall be deducted from the contractor's bill.

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20. Resolution of Disputes & Arbitration:

If any dispute which may arise with respect to any term and condition or with respect to the interpretation of any term and condition of the Purchase Order/Work Order, which may be issued to the qualified and successful tenderer subsequently, the same shall be settled strictly in accordance with and in compliance of the Arbitration procedure which is mentioned descriptively in the Purchase Order/Work Order.

21. Specifications to be followed for execution for execution of works are:

For Civil Works: CPWD Specifications 2009 Vol. 1 and Vol. 2 with up-to-date correction slips. (Hereinafter called CPWD specifications also) and Specifications mentioned in this Publish document for each project.

For Electrical Works: CPWD Specifications for Electrical Works 2013 (Internal) and CPWD Specifications for Electrical Works 1995 (External) and Specification mentioned in this bid document for each project.

- 22. If the bidder wants to offer any unconditional rebates on their offer, that should be clearly mentioned.
- 23. Working/running contractors who have completed their work up to/above the awarded value of the contract bond (duly verified by the EIC) shall be considered as work completed, and such contractors shall be allowed to participate in the tender.
- 24. The party who will receive the PO/Work Order shall have the responsibility to abide by the IITR Security & Safety rules.
- 25. Whenever there is a need to use electrical equipment during the execution of the work, the payment for the electricity used during its use will be made as per the electrical meter reading.
- 26. Safety measures to be complied with during the execution of work are as follows:
 - 26.1 Use of personal protective equipment, i.e., Wear Three -Safety Goggles, a Safety Helmet, Safety Shoes & Carry Three- Hand gloves, a Mask, and an ear plug.
 - **26.2** Any near-miss incident during the work will need to be reported by the vendor to the safety office.
 - 26.3 In case any worker is injured/seriously injured/fatality or any fire accident occurs as a result of a violation of safety rules during the execution of work, action will be ensured to be taken as per applicable labour laws.
 - **26.4** During hot work, fire safety measures like the availability of fire extinguishers, Fire Sand buckets & fire blankets, etc., must be taken care of.
 - **26.5** The party will be responsible for providing training on fire safety products to all manpower deployed at the site.
 - **26.6** Before starting the work, it will be necessary to contact the Safety Office for the signature of the Safety Agreement for safe work execution.
 - 26.7 Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forthwith and First-Aid and hospitalization shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases and for be

defended by the bidder. The Owner shall not refund any insurance claims. Bidder shall fence his plant, platforms, excavations, etc. Compliance with all electricity regulations. Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear. Staircases, doors or gangways shall not be obstructed in any way that will interfere with means of access or escape. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from the Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.

The bidder shall have his own Fire firefighting extinguishers and Equipment. The bidder shall be responsible for the provision of all safety notices and safety equipment including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts and safety helmets shall necessarily be used.

27. Pre-bid meeting:

Any party wants to visit the specified building mentioned in the "Scope of Work" list. The objective of the pre-bid meeting is to inspect the work site in advance for clarifications/questions/queries related to the e-tendering of this tender. Schedule and link for the Pre-Bid meeting as provided by the IIT Roorkee.

- 28. It will be mandatory for the bidding party/vendor to give a declaration on its letterhead that it has not been declared as defaulter/blacklisted by IITR or any other PSU/Central Government Organization/State Government Organization/Autonomous Organization in the past three years. Any wrong information given in this regard will lead to the rejection of bid/tender participation.
- 29. The minimum average annual turnover of the bidder should be a minimum of 50% of tender value during the last three financial years, supported by documentary proof/audited or CA-certified statement of accounts. (Furnish copies of audited balance sheets and profit & loss account statements).

30. Critical Data Sheet:

Sr. No.	Name of Organization	Indian Institute of Technology Roorkee
1	Tender Type (Open/Limited/EOI/Auction/Single)	Open
2	Tender Category (Services/Goods/Works)	Works
3	Performance Guarantee (3%)	3% of the total order value in the form of Bank Guarantee or FDR pledged in favor of The Registrar, IIT Roorkee" is required within 15 days from the date of issue of purchase order or after completion of work which should remain valid at least during the DLP period + 60 days. No interest shall be claimed by the bidder on the PBG submitted.
4	No. of Covers (1/2/3/4)	02 (Cover-1 for Technical+ Cover-2 for Financial)
5	Bid Validity Days (180/120/90/60/30)	90 days (from the last date of opening of tender)
6	Documents to be uploaded on CPP Portal (http://eprocure.gov.in/eprocure/app) (related to eligibility criteria) on or before	Self-certified copy of work orders and work completion certificate personal completion.

	due date of submission of tender.	eligibility criteria. 2) Solvency certificate as per the tender document. 3) Turnover certificate from CA, preferably with UDIN Number, GST registration certificate, PAN Card, ESI registration certificate & EPF registration certificate. 4) Authorization from the OEM must contain the name of the bidder, duration of authorization of minimum 02 years and tender
7	Price Bid	name. To be uploaded only on CPP Portal (http://eprocure.gov.in/eprocure/app) in an Excel sheet.
8	Address for communication.	Safety officer, Safety office, Ravindra Lodge office area, Near Wellness Office, IIT Roorkee, Roorkee-247667 (India), Tel. No. 01332- 28 4026
9	Email Address	Pic.safety@iitr.ac.in safetyofficer@iitr.ac.in Vishwanandan.so@iitr.ac.in

31. Clarification of Bids/ Shortfall Documents:

IIT Roorkee may, at its discretion, ask the bidder for clarifications/shortfall documents related to his bid. The request for clarification shall be given in writing. Depending on the reply of the bidder, his bid shall be ignored or considered further.

32. In case any information furnished by the bidder is found to be false/forged/incorrect at any stage, their bid shall be rejected, and further action, e.g., debarring from participating in future tenders, blacklisting, etc., may be taken.

33. Checklist and the order in which the documents are to be submitted for the technical bid:

Please check that the below-mentioned Documents have been supplied for participating in the tender "REPAIR, MAINTENANCE, AND RE-FILLING OF FIRE EXTINGUISHERS" at IITR Roorkee campus. Also, mention the page where these documents are given.

Sl. No.	Documents (Please refer to clause 5.1 of Section II for filling this Checklist)	Yes/No
L.	Technical Details	(F) III
2.	Tender Fee Rs. 1000.00 submission proof	Roorkee

3.	Proof of submission of in form of RTGS/NEFT	
4.	Certificate of Incorporation/ Firm Registration Certificate (Copy)	
5.	PAN (Copy)	
6.	Copies of Service Tax & VAT Certificate/GST	
7.	Copies of income tax returns for the last three financial years.	
8.	Proof of experience (Copies of Work Orders) & work completion certificate	
9.	Canceled Bank Cheque	- 1
10.	Certificate that none of His/Her Near relatives is working in the IITR Roorkee, either directly recruited or on deputation.	
11.	Clause by clause compliance in the form of signing & stamping all the pages of the Tender pages by authorized person/ persons	l sec
12.	Registration license contractor as fire/experience proof of past work dealing in the field on Fire safety system installation/repair/maintenance relation with work mentioned in the scope of work.	
13	Declaration on its letterhead that it has not been declared as defaulter/blacklisted by IITR or any other PSU/Central Government Organization/State Government Organization/Autonomous Organization in the past three years.	

34. Work Location means IIT Roorkee Campus and Repair, Maintenance and Refilling of Fire Extinguishers is required to be ensured as per the enclosed Annexure-01.

35. SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:

For refilling of only fire extinguishers, as per the list available in Annexure-01, installed at all the buildings/locations of ITR Roorkee Campus:

- a. Hydro-static pressure test (HPT) must be required for more than 03-year-old fire extinguishers.
- b. Witten report to be shared with the IIT Roorkee with details and types of fire extinguishers found failed in Hydro-static pressure test (HPT). Not all such extinguishers will be refilled.
- c. The agency that will conduct the HPT test must have a valid PESO license. The CO2 cylinder should have a certificate from the Controller of Explosive Certificate (CCE), and the serial no should be embossed on the cylinder.
- d. Bidder will refill the fire extinguisher after the HPT test. Refilling will be done as per IS2190 (2024), along with the applicable IS codes for different types of extinguishers mentioned in it respectively along with parts considering the below condition specifically for the below types of Fire Extinguishers:

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- Dry Chemical powder used as extinguishing agent -The extinguishing agent is MAP-50 conforming to IS 14609: 1999 and its amendments thereof (Submit Powder testing certificate from the powder manufacturer and declaration on vendor letterhead).
- ii. CO2 Fire extinguishers -The Extinguisher should be filled with CO2 (99.5% Purity) confirming to IS: 15222 of 2002 (Submit certificate and declaration on vendor letterhead)
- e. Unless otherwise specified, all products/services for which BIS standards exist should conform to the latest BIS standards.
- f. In the case of extinguishers covered by Gas Cylinder Rules, the stamp of approval should be embossed on the neck of the cylinder.
- g. A service slip (waterproof & adhesive) shall be pasted on the body of each fire extinguisher after successful refilling.
- h. Any fire extinguisher which requires painting on its body (which will be identified by IITR), all such extinguisher shall be painted 'FIRE RED', conforming to shade No. 537 of IS 5. The paint shall conform to IS 2932, or the epoxy powder coating conforms to IS 13871. All such extinguishers must have provided information stickers on their bodies according to their type; the stickers must be of waterproof & adhesive type, considering the topographical location and climate of IIT Roorkee.
- Operating instructions of fire extinguishers are legible and facing outward, and in good visible condition. The sticker should be waterproof.
- j. Hydrostatic Pressure Test (HPT), wherever due should be carried out in conformity with the procedure and periodic laid down in BIS 2190:2024. If the fire extinguisher fails in Hydraulic testing, it will be replaced by a new one only after getting approval from IIT Roorkee. The log sheet of hydraulic testing will be maintained by the vendor and shared with the Institute.
- k. The Contractor/Vendor shall ensure all safety measures for the safe execution and safety of the deployed workmen (as per applicable rules). The Contractor/Vendor shall be responsible for any injury to their workmen during performing the servicing/refilling/maintenance work etc.
- For taking the fire extinguisher for refilling, the party has to submit a prior request on their letterhead to the Safety Office, IIT Roorkee.
- m. Unloading the fire extinguisher from the location for refilling and loading it in the vehicle, delivery after refilling and installation at the location will be taken care of by the vendor. The staff of the Safety Office (IIT Roorkee) will assist in guiding their team during this period.
- n. IIT personnel will also be given a demonstration of fire extinguishers.
- o. Vendor/contractor will not carry any fire extinguisher without permission of the Institute.
- p. The vendor/contractor will follow BIS 2190:2024 for installing, testing, refilling, and maintaining fire extinguishers. The vendor may carry the fire extinguisher to his workshop for the same purpose only after obtaining prior approval from the Institute.
- q. All the fire extinguishers must be discharged/emptied before refilling of fire extinguishers.
- r. All fire extinguishers refills and spare parts must confirm to performance and construction specifications as laid down IS 15683:2006 as amended from time to time by BIS.
- s, The calibration of all the gauges installed on certain extinguishers will be done before refilling and a calibration certificate shall be submitted along with details/quantity of fire

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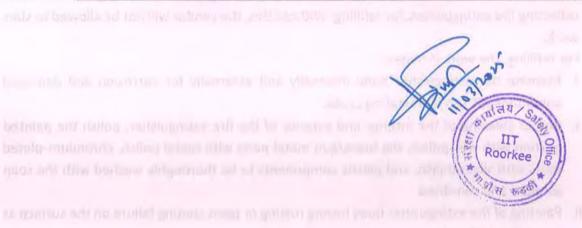
- extinguishers.
- t. The lot size for refilling will be decided by the Safety Office, IIT Roorkee. The minimum lot size will not be less than 100 nos.
- u. After refilling, IIT Roorkee will have the right to get the filled material of any fire extinguisher tested randomly from the delivered lot. If testing is done and the material of the tested extinguisher is not received as per the tender conditions, then it will be the responsibility of the vendor to get that specific lot refilled as per the required IS code. If this is not done, then IIT Roorkee will have the right to make a deduction/stop payment as per lot during payment as per rules.
- v. Any damage to the equipment during transportation of fire extinguishers will be the responsibility of the vendor and it will also be the responsibility of the vendor to get it repaired. IIT Roorkee will not make any payment for all such damage.
- w. During the entire delivery of the tender, if the vendor feels that further extension is required due to any undesirable reason (valid and justified reason), in such case the request shall be submitted by the vendor in writing in advance.
- x. It will be the responsibility of the vendor to get entry passes made for his staff to collect fire extinguishers for refilling. Necessary support will be provided by the Safety Office (IIT Roorkee).
- y. All vendor staff will be required to ensure compliance with defined safety guidelines while collecting fire extinguishers for refilling. Without this, the vendor will not be allowed to start work.
- z. For refilling, the work includes:
 - i. Examine the extinguisher body internally and externally for corrosion and damaged conditions with an illuminating probe.
 - ii. Proper cleaning of the interior and exterior of the fire extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium-plated parts with silver polish, and plastic components to be thoroughly washed with the soap solution and sun-dried.
 - iii. Painting of fire extinguisher body having rusting or paint coating failure on the surface as per defined I.S code.
 - iv. Replacement of old gas cartridges (if any) and extinguishing media of the fire extinguisher.
 - v. Checking of nozzles, port hole, vent hole, cap assembly, siphon tube, safety pin/clip. discharge pipe, etc.
 - vi. Checking wall bracket/fire stand of fire extinguishers.
 - vii. After refilling, paste the inspection card/service slip to the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, the due date for hydraulic testing, etc.
 - viii. Ensure that all joints are fully tightened and that the nozzle, vent hole, etc., are free of dust/dirt.
 - ix. Checking of pressure gauge reading or indicator, it should be in operating range only.

36. ANNEXURE-01

SCHEDULE OF TYPE & QUANTITIES-FIRE EXTINGUISHERS REFILLING

(IITR ROORKEE CAMPUS)

Sr. No (1)	Type of Fire Extinguishers (2)	Weight/Capacity Kgs/Ltrs (3)	QTY (Nos) (4)	
1	ABC Type Fire Extinguisher	5-6 kg	2466	
2	CO2 Type Fire Extinguisher	4.5 kg	1245 06 06	
3	CO2 Type Fire Extinguisher	9 kg		
4	CO2 Type Fire Extinguisher	22-25 kg		
5	MF Type Fire Extinguisher	9 Ltrs	16 48	
6	Water CO2 Type Fire Extinguisher	9 Ltrs		
7	MF/AFFF Type Fire Extinguisher	50 Ltrs	12	
8	ABC Type Fire Extinguisher	25 kg	6	
9	Clean Agent Type Fire Extinguisher	2/4/6 kg	17	
nue druh	TOTAL	in pedicional traversi	3822	



SCHEDULE OF QUANTITIES

REPAIR, MAINTENANCE, AND RE-FILLING OF FIRE EXTINGUISHERS

Sr. No	Item Description	QTY	Units	Estimated Rate/item	Quoted Currency in INR / Other Currency	Total Estimated rates	TOTAL AMOUNT with GST @18% in Rs. P	TOTAL AMOUNT In Words with GST @18% in
1	2	4	5	6	7	113	8	9
1	Repair, Maintenance, Spray Painting (if required), and refilling of ABC (MAP: 50) type Fire extinguisher 5/6 Kg, including pasting of	2466	no's	975.00	INR	24,04,350.00	28,37,133.00	Twenty-eight lakh thirty-seven thousand one hundred thirty-three Rupees and zero paise
	water-resistant body identification stickers (bilingual) as per the type of fire extinguisher.						100	only
2	Repair, Maintenance, Spray Painting (if required) and re- filling of ABC (MAP: 50) type Fire	06	no's	4355.00	INR	26,130.00	30,833.40	Thirty thousand eight hundred thirty-three
	extinguisher 25 Kg including pasting of water resistant body identification stickers (bilingual) as per type of fire extinguishers.						No. Special man land man land	Rupees and forty paisa only
3	Repair, Maintenance, Spray Painting (if required) and re- filling of CO2 type Fire extinguisher	1245	no's	845.00	INR	1052025.00	1241389.50	Twelve lakh forty-one thousand three hundred eighty-nine
	4.5 Kg including pasting of water resistant body identification stickers (bilingual) as per type of fire extinguishers.					Set 1	4-1-1	Rupees and fifty paise only
4	Repair, Maintenance, Spray Painting (if required) and refilling of CO2 type Fire extinguisher 9 Kg including pasting of water-resistant	06	no's	1755.00	INR	10530.00	12425.40	Twelve thousand four hundred twenty-five Rupees and forty paisa only

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	stickers (bilingual) as per type of fire extinguisher.			manus.	Jigilist		1112	
5	Repair, Maintenance, Spray Painting (if required), and re- filling of water CO2 type Fire extinguisher 9 Ltrs including pasting of water-resistant body identification stickers (bilingual) as per the type of fire extinguisher.	48	no's	585.00	INR	28080.00	33134.40	Thirty-three thousand one hundred thirty-four Rupees and forty paise only
6	Repair, Maintenance, Spray Painting (if required), and refilling of CO2 type Fire extinguisher 22-25 Kg including pasting of waterresistant body identification stickers (bilingual) as per the type of fire extinguisher.	06	no's	4647.00	INR	27882.00	32900.76	Thirty-two thousand nine hundred Rupees and seventy-six paisa only
7	Repair, Maintenance, Spray Painting (if required), and refilling of M. Foam type Fire extinguisher 50 Ltrs including pasting of water-resistant body identification stickers (bilingual) as per type of fire extinguisher.	12	no's	2405.00	INR	28860.00	34054.80	Thirty-four thousand fifty-four Rupees and eighty paise only
8	Repair, Maintenance, Spray Painting (if required), and refilling of M.Foam type Fire extinguisher 9 Ltrs including pasting of	16	no's	585.00	INR	9360.00	11044.80	Eleven thousand forty-four Rupees and eighty paise only
	water-resistant body identification stickers (bilingual) as per type of fire extinguishers.							Carlosopy St. Moderny
9	Repair, Maintenance, Spray Painting (if required) and re-	17	no's	9750.00	INR	165750.00	195585.00	One lakh ninety-five thousand five hundred

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0	filling of CLEAN AGENT type Fire extinguisher 2/4/6 KG including pasting of water- resistant body identification stickers (billingual) as per type of fire extinguisher.							eighty-five Rupees and zero paise only
10	HPT Test for all capacity of fire extinguishers as per defined scope of work.	3822	no's	690.00	INR	2637180.00	3111872.40	Thirty-one lakh eleven thousand elght hundred seventy-two Rupees and forty palse only
Total in Figures						(sixty-three lakh ninety thousand one hundred forty-seven Rupees and zero palse only)	7540373.46	Seventy-five lakh forty thousand three hundred seventy-three Rupees and forty-six paisa only
Que	oted Rate in Figures						00.00	INR Zero only
Qu	oted Rate in Words						Zero	
	OTAL IN FIGURES: 8% GST INCLUSIVE)						7540373.46	Seventy-five lakh forty thousand three hundred seventy-three Rupees and forty-six paisa only

