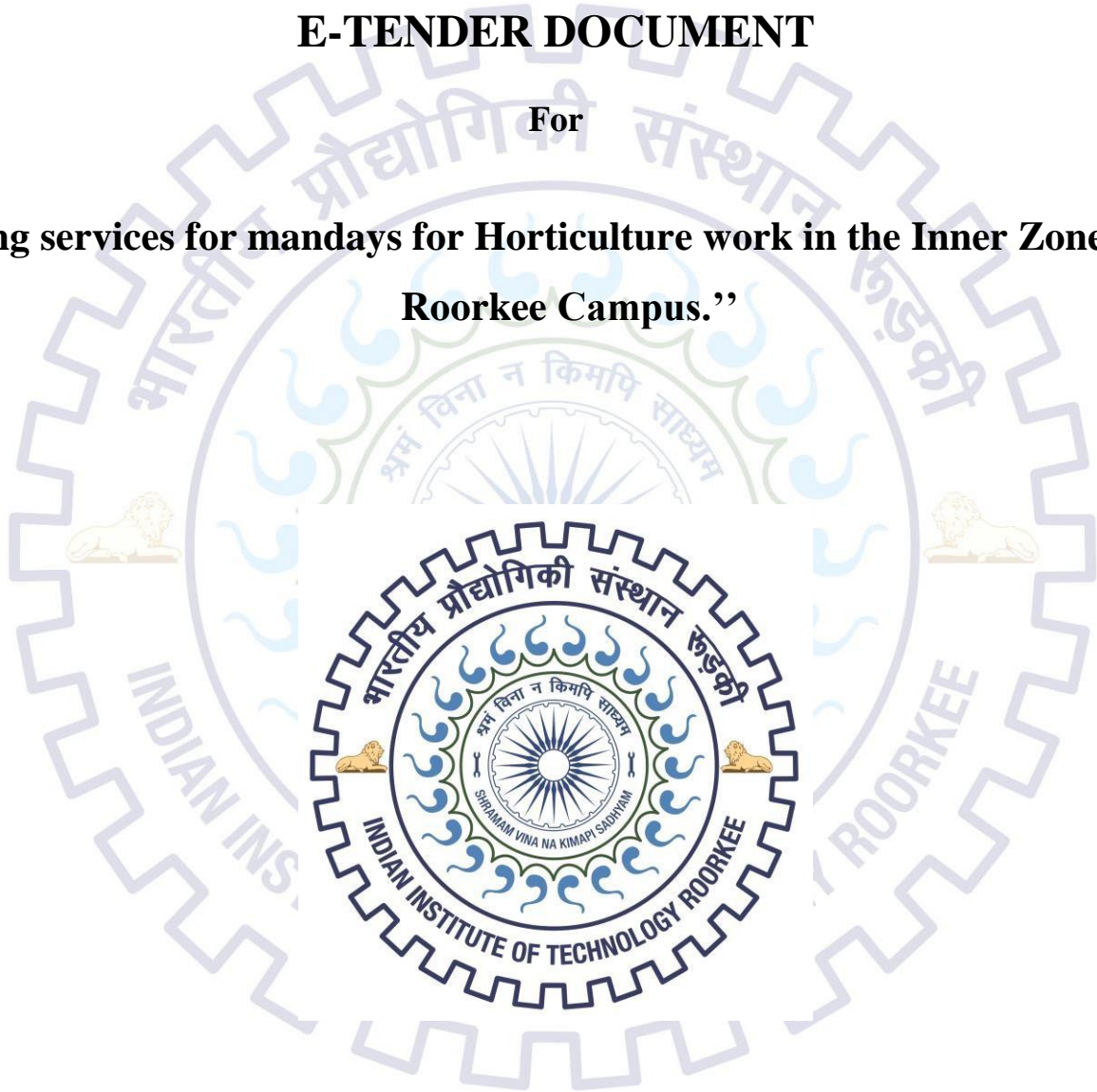


**INSTITUTE WORKS DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE**

E-TENDER DOCUMENT

For

**“Hiring services for mandays for Horticulture work in the Inner Zone of IIT
Roorkee Campus.”**



**Indian Institute of Technology Roorkee
Roorkee-247667, Tel.no. 01332 - 284848**

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**INSTITUTE WORKS DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE**

No. IWD/ IA/ E-Tender/62

Dated: 28 , March, 2025

NOTICE INVITING TENDER
(INVITATION FOR BIDS)

On behalf of B.O.G., Institute Works Department (IWD), IIT Roorkee invites online Percentage Rate E-Tenders in two Bid system (1. Technical 2. Financial from competent, experienced and resourceful contractors of appropriate class & category with CPWD, MES, State PWD, State Municipal Corporation, Nagar Nigam, Nagar Palika Cantonment Board, ULBs, PSU's of State/Central Government or having experience of working in Central/State Government, Public Sector undertaking/ Autonomous Organization of the Central/State Government and Working Contractor of IITR for the work detailed below:

Name of the Work	Estimated Cost (Approx.)	Completion Period (Months)
Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.	₹ 107 Lac	12 months

1. Intending bidders are advised to visit IIT Roorkee website www.iitr.ac.in (https://www.iitr.ac.in/administration/pages/Tenders_EOI.html) and Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/app> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.

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)	Services
3	Type/Form of Contract (Work/Supply/ Auction/ Buy/ Empanelment/ Sell)	Work
4	Product Category (Civil Works/Electrical Works / Fleet Management / Computer Systems)	Horticulture Work
5	Date of Issue/Publishing Original Tender	29.03.2025
6	Document Download / Sale Start Date	29.03.2025
7	Pre-bid Meeting	NIL
8	Seek Clarification Start Date	NIL
9	Seek Clarification End Date	NIL
10	Bid Submission Start Date	10.04.2025
11	Bid Submission Closing Date	21.04.2025
12	Bid Opening Date	22.04.2025
13	Date & Time of opening of Financial Bid	Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)

14	Tender Fee	Tender fee of Rs.1180 (Non-refundable) in the name of Registrar, IIT Roorkee in the form of DD or RTGS/NEFT transfer to Account Name- NON MHRD GOVERNMENT FUND IIT, Roorkee Account No: 00000032685865515, MICR Code: 247002094 and copy of the online <u>deposit receipt/DD</u> shall be enclosed along with Technical bid. Or NSIC/MSE certificate comprising relevant category of work should be uploaded for tender fee and EMD Exemption. Also, the bidder has to submit an undertaking regarding Bid Security Declaration as per Annexure-I.
15	EMD	Rs. 2,15,000.00 (Rs. Two Lakh Fifteen Thousand Only) Payment of EMD can be submitted in the form of Bankers Cheque / DD / FDR in the name of Institute Architect, IIT Roorkee. Scanned copy of Bankers Cheque / DD / FDR to be uploaded in Cover-1 and original Copy of the same should reach the following address in a proper sealed envelope on and before the last date and time of bid submission. :- Institute Architect Institute Works Department James Thomason Building (Main Building) IIT Roorkee, Roorkee Haridwar Uttarakhand-247667. (for further information refer to point no. 13 of page no. 10 of Tender doc) Or NSIC/MSE certificate comprising relevant category of work should be uploaded for tender fee and EMD Exemption. Also, the bidder has to submit an undertaking regarding Bid Security Declaration as per Annexure-I.
16	Performance Guarantee (5%)	5% of awarded value in form of Bankers Cheque / DD / FDR / Bank Guarantee duly pledge in the name of Institute Architect, IIT Roorkee after issue of Letter of Acceptance (LOA).
17	Security Deposit (5%)	5 % of awarded value shall be submitted in the form of Bankers Cheque / DD / FDR / Bank Guarantee duly pledge in the name of Institute Architect, IIT Roorkee after issue of Letter of Acceptance (LOA).
18	No. of Covers	02 (Cover-1 for Technical & Cover-2 for Financial)
19	Bid Validity Days	90 days (from last date of opening of financial bid)
20	Stipulated date of Commencement of work	Within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Architect-in-charge.
21	Price Bid	To be uploaded only on CPP Portal (http://eprocure.gov.in/eprocure/app) in excel sheet.
22	Address for submission of documents or other communication.	Institute Architect , Institute Works Department, James Thomson Building, IIT Roorkee, Roorkee- 247667 (India), Tel. No. 01332-285266/5197
23	Email Address	ia@iitr.ac.in

2. Eligibility Criteria for submission of bid documents:

(a) **Experience of having successfully completed similar work individually costing not less than as stated below during the last 7 years ending previous day of last date of submission of bids.**

- (i) Three similar works, each of value not less than **40%** of the estimated cost,
OR
- (ii) Two similar works, each of value not less than **60%** of the estimated cost,
OR
- (iii) One similar works of value not less than **80%** of the estimated cost,

Completion certificate issued by Competent Authority will only be considered. Competent Authority means officer of not below the Rank of Executive Architect/ Equivalent would be acceptable.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for this tender. (Copy of work completion certificate to be uploaded as proof of eligibility criteria in Cover-1)

Similar works mean: - Outsourcing/Hiring Services for Complete Horticulture Work Only. (If the awarded work is composite in nature, then only the amount of work for Horticulture is to be considered)

- (b)
- 3. **Turnover:** The average annual turnover CA certificate preferably with UDIN on similar works should be at least **50%** of estimated cost during the immediate last 3 consecutive Financial Year (2021-22, 2022-23 & 2023-24) balance sheet duly audited by Chartered Accountant. **(Scanned copy of Certificate from CA to be uploaded)**. The year in which no turnover is shown would also be considered for working out the average.
- 4. Institute reserves the right to cancel any or all tenders without assigning any reason.

List of Documents to be scanned and uploaded under Cover-1 on e-tendering website and submitted up to the last date and time mentioned in Critical data sheet:

Note: Physical submission of their documents is not required (accept tender fee & EMD) at the time of uploading of tender by bidders, however these documents should be submitted by bidder, if asked by the institute subsequently for verification of documents.

Documents to be submitted along with the bid.

1. Documents regarding legal status of firm and written power of attorney of the signatory.
2. Proof of online submission of Tender Fee & EMD and Declaration as per Annexure-B
3. Copy of work completion certificate to be uploaded as proof of eligibility criteria.
4. Notarized Undertaking as per the tender document.
5. The Average Annual Turnover CA Certificate preferably with UDIN should be at least 50% of estimated cost during the immediate last 3 consecutive Financial Years (2021-22, 2022-23 & 2023-24).
6. GST registration certificate.
7. PAN.
8. Copy of valid ESIC registration certificate
9. Copy of valid EPFO Registration certificate
10. Bank Solvency certificate: Bidder should have to submit valid solvency certificate of the amount at least 40% of the estimated cost of the work issued by a scheduled bank which is not more than one year old from the last date of tender submission (including extension time). Certified copy of original solvency certificate to be uploaded in cover-1.
11. Copy of Valid Labour Registration Certificate.
12. Form-A: General information of organization.
13. Form-B: Financial Information.
14. Form-C: Details of all works of similar nature.
15. Performance of Report of Similar Works/Projects at Annexure-C
16. Documents as required in Bid Evaluation Process at Annexure-A

Note:

1. If any information furnished by the bidder is found as false/ fabricated then his/her bid will be rejected and treated as cancelled, even if the same is detected at any stage of the contract and would lead to termination of the contract beside forfeiture of EMD /Security deposit or both and liabilities towards prosecution under appropriate law.
2. Each Page of the bid document shall be signed and stamped by the bidder or Authorized Signatory.

List of Documents to be uploaded up to the last date and time mentioned above in Cover-2 (Financial Bid):

1. Duly filled in priced BOQ.

Kindly note that no physical submission of duly filled in BOQ is required and it is to be uploaded only on e-tendering website.

**Institute Architect,
IWD, IIT Roorkee**

TECHNICAL BID

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](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 bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app> .

1.0 Registration

- 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](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 1.4 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 etc.) with their profile.**
- 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.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

2.0 Searching for Tender Documents

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

3.0 Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and 4 content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 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 bidders. Bidders 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.

4.0 Submission of Bids

- 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.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders 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.
- 4.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- 4.8 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5.0 Assistance to Bidders

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority to the address provided in Critical Data Sheet for a tender or the relevant contact person indicated in the tender.
- 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 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787

6.0 General Instructions to the Bidders

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in .pdf format.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/etoken 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".
- 6.3 Tendered are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON INSTITUTE WEBSITE

On behalf of B.O.G., Institute Works Department (IWD), IIT Roorkee invites online **Percentage Rate E-Tenders** in two Bid system (1. Technical 2. Financial) from competent, experienced and resourceful contractors having experience of working in Government, Public Sector Undertaking / Autonomous Organization of the Central / State Government for the work of **“Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.”**

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

1.2 Intending bidder is eligible to submit the bid provided, if he/she 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:

1.2.1 Criteria of eligibility for submission of bid documents:

- (a) Intending bidder should not be a joint venture (Self Certified copy of relevant documents clearly establishing the status of bidder to be uploaded in Cover-1).
- (b) Should have successfully completed works during last (07) 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 **40%** of the estimated cost put to tender,

or

Two similar completed works costing not less than the amount equal to **60%** of the estimated cost put to tender.

or

One similar completed work of aggregate cost not less than the amount equal to **80%** of the estimated cost.

(Self Certified photocopy of work order along with work completion certificate to be uploaded as proof of eligibility criteria in Cover-1)

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

Similar work means Outsourcing/Hiring Services for Complete Horticulture Work Only. (If the awarded work is composite in nature, then only the amount of work for Horticulture is to be considered)

- (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 to be uploaded in Cover-1). 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 equal to **40%** of the estimated cost of the work issued by a scheduled bank which is not more than one year old from the last date of tender submission (including extension time). Certified copy of original solvency certificate to be uploaded in Cover-1.
1. Agreement shall be drawn with the successful bidder on prescribed format.
 2. The time allowed for carrying out the work will be as per the NIT from the date of start as defined in L.O.A or as indicated in the tender documents.
 3. The Tender document consisting of N.I.T and schedule of quantities can be seen/downloaded from IIT Roorkee website: www.iitr.ac.in (https://www.iitr.ac.in/administration/pages/Tenders_EOI.html) or from Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/app>.
 4. 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.

5. The bid submitted shall become invalid and cost of 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, ESIC, Labour registration, EPF etc.) as stipulated in the bid document.
6. 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 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/she 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 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/she 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, local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.
7. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
8. 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.
9. The bidder shall not be permitted to tender for works in the IWD, IIT Roorkee, if his near relative is posted as an officer in any capacity between the grades of Dean Infrastructure and Junior Architect (both inclusive). Any breach of this condition by the bidder would render him liable to be removed from the Tendering process.
10. No Architect of gazetted rank or other Gazetted Officer employed in Architecting or Administrative duties in an Architecting Department of the Government of India is allowed to act as a bidder within a period of one year after his retirement 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 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.
11. 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 or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which 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 of the said earnest money** as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work. For NSIC/ MSE bidder, action will be taken as per Bid Security Declaration.
12. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have 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.
13. **Submission of Tender Fee & EMD.**
 - 13.1 Original Copy of Tender fee and EMD should reach the address mentioned in critical data sheet in a proper sealed envelope on and before the last date and time of bid submission.
 - 13.2 NIT number should be clearly mentioned on the top of the envelope. Also firm's bidder's name with address should be clearly mentioned on the left bottom of the envelope. Bids shall be rejected if NIT number is not mentioned on the Envelope
 - 13.3 Bids shall be considered as **UNRESPONSIVE** and shall be summarily rejected in the case of non-submission of original EMD and Tender fee as per stipulated date & time OR if any discrepancy is found.

MSE/NSIC/ Udyog Aadhaar

1. **The necessary exemption of Tender fees & EMD is given to those bidders/Contractors who have a valid registration in the similar category / work in NSIC/ MSE/ Udyog Aadhaar. No exemption shall be given to the bidder who is not registered in similar service category in NSIC/ MSE/ Udyog Aadhaar certificate.**
2. **Working contractors of IITR are required to participate in the E-Tender Bid and upload all the documents as required in the E-Tender. Incomplete tender document will be treated as rejected or dis-qualified.**

A: GENERAL INSTRUCTIONS

1. Scope of Tender.

1.1 Indian Institute of Technology Roorkee (referred to as Owner in these documents) invites Tender as defined in these documents and referred to as “the works” detailed in the table given in the Notice Inviting Tenders (NIT).

1.2 The successful Bidder shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

2. Non-Association / Relation

2.1 All bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Indian Institute of Technology Roorkee or any other entity that has prepared the design, specifications, and other documents for the Project.

3. Qualification of the Bidder

3.1 All Bidders shall provide tender qualification information.

3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders: The Bidder must be registered with the GST Department and should submit the registration certificate of GST, ESI, PF, PAN, labour registration etc.

4. Cost of tendering

4.1 The Bidder shall bear all costs associated with the preparation and submission of his tender, and the Owner will in no case be responsible and liable for those costs.

4.2 The Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender. The costs of visiting the Site shall be at the Bidder’s own expense.

B: DOCUMENTS INVITING TENDERS

5. Invitation: Tenders are hereby invited on behalf of BOG, Indian Institute of Technology Roorkee.

6. Contents of documents as mentioned in the relevant clauses mentioned:

The Bidder shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required in the Tender Document or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at the Bidder’s risk and may result in the rejection of the bid.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

In case of any discrepancy between the Schedule of Quantities, the specifications and/ or the scope of work given in the tender document or the work assigned by the TA/ TS OR EIC shall be observed:

1. Description of Schedule of Quantities.
2. Particular Specification and Special condition, if any.
3. Scope of work as per tender.
4. C. P. W. D. specifications/ IWD, IIT ROORKEE specification.
5. Latest edition Indian Standard Specifications of B. I. S.

7. Amendment of Tendering Documents

7.1 Before the deadline for submission of bids, the Indian Institute of Technology Roorkee may modify the Tender documents by issuing addenda/corrigendum.

7.2 Any addendum thus issued shall be part of the Tendering documents and shall be uploaded on e-Tendering website www.eprocure.gov.in and Institute website www.iitr.ac.in .

7.3 To give prospective Bidders reasonable time in which to take an addendum / corrigendum into account in preparing their bid, the IIT Roorkee may extend, if necessary, the deadline for submission of tenders.

C: PREPARATION OF DOCUMENT

8. Tender fee: Tender fee in favor of Registrar, Indian Institute of Technology Roorkee payable at Roorkee must be submitted as mentioned in critical data sheet. Bids not accompanying with Tender fee will be summarily rejected. Tender fee is non-refundable.

- 9. Earnest Money Deposit (EMD):** EMD as per critical data sheet must be submitted. Bids not accompanying with EMD will be summarily rejected. The EMD of the unsuccessful bidders will be discharged/ refunded after L.O.A. The EMD of the successful Bidder shall not be converted as Security deposit. The EMD may be forfeited and further the bidders shall not be allowed to participate in the re- bidding process of the work, if the Bidder withdraws his bid during bid validity period or in case of successful Bidder fails to sign the contract/ fails to deposit security amount and performance guarantee. For NSIC/MSE bidder, action will be taken as per Bid Security Declaration..
- 10. Period of validity of bid:** The bids shall remain valid for a period of 90 days after the date of financial bid/ price bid opening. A bid valid for a shorter period shall be rejected by the Indian Institute of Technology Roorkee as non-responsive and the EMD paid along with it will be forfeited.
- 11. Language of Bid:** The document shall be written in English language. The total amount should be written in the same language.
- 12. Document comprising the E-Tender:** No page of this tenders document shall be removed and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/ Firm.

The tender submitted by the Bidder shall comprise as mentioned above in relevant sections.

13. Tender Prices

- 13.1 The contract shall be for the whole works as described in priced Schedule of Quantities submitted by the Bidder.
- 13.2 The tender submitted on behalf of firm shall be signed by a person who has the proper legal authority on behalf of the firm to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.
- 13.3 The notation R.O. written against items of BOQ means ‘rate only’ and the bidder is to quote only unit rate in such cases.
- 13.4 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected. Failure to comply with either of these conditions will make the bid liable for rejection.
- 13.6 Taxes:** All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates, prices and total Bidding Price submitted by the Bidder. Bidders must include in their rates, the cost of transportation of materials to site, labour Cess as per Building & other construction workers cess act, excise duty, octroi, and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained by the Owner and no tax exemption forms will be issued by the Owner. GST will be paid extras as notified by govt. from time to time. Bidders must include in their rates the cost of transportation / handling of materials & machine to site. No tax exemption forms will be issued by the Owner
- 13.7 Labour Cess or BOCWW Cess (If Applicable):** - Labour cess @1% shall be deducted from each bill of the contractor.
- 13.8 Bidder should also take a Group Insurance Policy for his Workmen, Supervisors and Architects working on site for an adequate insurance cover. Indian Institute of Technology Roorkee shall not be responsible for any accident or happening of any untoward/unforeseen event involving workmen, labour, supervisor or Architect or

any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Bidder must be comprehensive and shall cover all associated risks (known and unknown).

- 13.9 The rates quoted in the tender shall include cost of labour, telephone, rent and call charges, water and meterrent charges, shed for materials, marking out and clearing of site, transportation complete in all respects. The rates quoted in the tender shall be treated as rate for finally completing the item of work.
- 13.10 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Indian Institute of Technology Roorkee. Payments will be regulated on the actual quantities of work done at accepted rates.
- 13.11 Errors in the Schedule of Quantities shall be dealt with in the following manner:
- i. In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.
 - ii. In the event of an error, occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.
 - iii. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended. If the bidder doesn't accept the corrected amount, then his bid will be rejected.
- 13.12 The calculations made by the bidder should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted bidding e-tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 13.13 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.
- 14. Format and signing of Tender document**
- 14.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.
- 14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.

D: MODE OF SUBMISSION OF BID DOCUMENT

15. Sealing and marking of bids.

The entire document to be put in cover-1 & cover-2 should be scanned and uploaded under cover-1 & cover-2 respectively on the e-tendering website. No hard copy of any document (financial or technical) should be submitted. In case any hardcopy is submitted then the same will not accepted by the department.
Financial/price bid is to be uploaded online only & no hard copy to be submitted.

- 16. Deadline for submission of bid:** - Any bid will not be received by the Indian Institute of Technology Roorkee after the deadline of submission of bids.

E: TENDER OPENING AND EVALUATION

- 17. Tender opening:** The tender will be opened on the date and the place specified in the critical data sheet. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.

- 18. Clarification of Tenders:** To assist in the examination, evaluation and comparison of bids, the Owner may, at his discretion, ask any Bidder for clarification of his bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the tendering shall be sought, offered or permitted.
- 19. Examination of Bids and Determination of Responsiveness:**
- 19.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid
- Meets the eligibility criteria defined
 - Has been properly signed and meets the requirements mentioned
 - Is accompanied by the required securities and;
 - Is responsive to the requirements of the tendering documents.
- 19.2 A responsive bid is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one:
- Which affects in any substantial way the scope, quality, or performance of the works;
 - Which limits in any substantial way, inconsistent with the tender documents, the Indian Institute of Technology Roorkee rights or the Bidders' obligations under the contract; or
 - Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
- 19.3 If a bid is not responsive, it will be rejected by the Indian Institute of Technology Roorkee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20. Technical Bid Evaluation Criteria shall be evaluated as per Annexure-A**
- 21. Evaluation and Comparison of Bids:**
- 21.1 The Owner along will evaluate and compare only the bids determined to be substantially responsive.
- 21.2 In evaluating the bids, the Owner will determine for each bid the evaluated bids Price by adjusting the bid.Price as follows:
- Making any correction for errors; or
 - Making an appropriate adjustment for any other acceptable variations, deviations; and
 - Making appropriate adjustments to reflect discounts offered.
- 22.** 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.
- 23. Working/ Running Contractor of IIT Roorkee who have completed their work upto/ above the awarded value of contract bond duly verified by Architect-In-charge shall be considered as work completed and such contractor shall be allowed to participate in tenders.**
- 24. 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

ANNEXURE-A
Bid Evaluation Procedure
Technical Bid and Price Bid

Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.

IITR Tender Opening committee will evaluate the technical bids and decision of the committee would be final and binding upon all the bidders.

Evaluation of Technical Bid:

- i. Before evaluation of the technical bid, bidders are expected to meet the minimum Qualifying Criteria (Requirements) as mention the in the Tender documents. Bidders failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence supporting the eligibility criteria, are liable to be rejected summarily.
- ii. The Technical bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender documents.
- iii. The details of evaluation of technical bid will be follows:

TOTAL MARKS FOR TECHNICAL BID IS 70 (SEVENTY)			
Sr. No.	Below Criteria will be considered for Agencies subject to the submission of relevant documentary proof with clear indication	Weight ages	Enclosed on Page no.
	Work Completion certificate as per tender NIT clause :-		
1.	Work Completion certificate for Outsourcing/Hiring of Mandays Services for Horticulture work.	20 Marks	
	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – pro-rata basis.		
2.	Financial Ability (Annual Turnover)	10 Marks	
	Average Annual Turnover in Crore of the organization of last three financial year.		
	(a) Turnover more than 50 lacs & up to 01 Cr.	03 Marks	
	(b) Turnover more than 01 Cr. & up to 02 Cr.	05 Marks	
	(c) Turnover more than 02 Cr. : 01 marks for every additional Rs. 2.0 Cr.(or part thereof) Subject to maximum of 10 marks.		
3.	Bidder should have work Completion certificate for providing manpower for similar service in IIT's or Public Institutions, Public Sector undertaking/ Autonomous Organization of the Central/State Government , Central/State Universities	20 Marks	
	(a) More than 15 manpower & below 25 manpower	05 Marks	
	(b) More than 25 manpower & below 40 manpower	10 Marks	
	(c) More than 40 manpower	20 Marks	
4.	Appreciation certificate for providing manpower for similar service in IIT's or Public Institutions, Public Sector undertaking/ Autonomous Organization of the Central/State Government , Central/State Universities (certificate not mentioning anything shall not be consider for any marks)	10 Marks	
	(a) Good (Satisfactory)	03 Marks	
	(b) Very Good	05 Marks	
	(c) Excellent (outstanding)	10 Marks	
5.	Number of years in Similar service operations for manpower supply work Company establishment certificate and company's work order copy / agreement copy/ completion certificate etc as proof of operation .	10 Marks	
	a) From than 07 to 10 years operation	3 Marks	
	b) From than 10 to 15 Years of operation	5 Marks	
	c) More than 15 Years of operation	10 Marks	

- iv. The maximum marks for technical evaluation is 70. Tender (s) obtaining more than or equal to 35 will be technically qualify and below 34 will be rejected.

Evaluation of Price Bid: -

- a. Price bids evaluation will be done by the IITR Tender Opening Committee.

Determination of Successful Bidder: -

- i. The evaluation will be based on **Combined Quality-cum-cost Base System (CQCBS)**. The technical bid will have a weight age of 70% and financial bid will have a weight age of 30% to arrive at composite scores. The Bidder with the highest composite score shall be declared as successful bidder.
- ii. The overall grading of the bidder shall be calculated as under:

For Technical Scores (Ts)=

$$\frac{0.70 \times (\text{Marks obtained in Technical Evaluation}) \times 100}{\text{Highest Mark obtained in (Technical Evaluation)}}$$

For Financial Scores (Fs)=

$$\frac{0.30 \times [\text{lowest Financial Bid (BOQ-1 + BOQ-2)}] \times 100}{\text{Financial Bid (BOQ-1 + BOQ-2) of respective Bidder}}$$

Composite Score = Technical Scores (Ts) + Financial Scores (Fs)

Selection of tender will be based on overall score calculated from the formula. An example of the same is presented below:

Bidder	Score of Technical Bid	Price of Financial Bid	Overall Score	Overall Rank
Company A	90	290	95.86	Second
Company B	80	250	96.11	First
Company C	80	270	89.98	Third

F: AWARD OF TENDER

25. Award criteria:

- 25.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserve to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.
- 25.2 The owner reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.
- 25.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and awards the same to another agency / bidder.

- 25.4 The lowest bid shall be evaluated as per the calculation from Technical and Financial Marks evaluated by the IITR Tender Opening Committee as mentioned in Bid Evaluation process.
- 25.5 Highest marks obtain in the final calculation after the Bid Evaluation as per Annexure-B, will be treated as successful bidder. The tender will be awarded to final Highest marks scorer, calculation amongst all the technically & financially qualified bidders
26. **Notification of award:** The successful Bidder will be issued a Letter of Acceptance (LOA) by the Owner. The issuance of LOA shall not constitute an award of work.
27. **Performance Guarantee:** Within ten (10) days of LOA the successful Bidder shall furnish the performance guarantee @ 5% of value of work in the form of DD/FDR/ Bankers cheque/ Bank Guarantee from Scheduled bank provided in the tender document. The PG must be valid two months beyond the work completion period. It may be further extended. The Performance guarantee shall be returned / refunded to the bidder on completion of the work and recording of the completion certificate. In case the bidder fails to deposit the said performance guarantee within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.
28. **Signing of contract form:** On the acceptance of LOA and Performance Bank Guarantee of the successful Bidder whose tender has been accepted in writing, the Indian Institute of Technology Roorkee will sign an agreement. Article of agreement shall be as per IIT Roorkee.

G: DURING EXECUTION

29. **During Execution:** The Bidder shall carry out all the works strictly in accordance with the specifications, NIT Conditions and instructions of the Owner. The Bidder shall be bound to comply. The Owner decisions in such cases shall be final.

The Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities with the prior consent from the Owner. Rates for such items of work will be approved by the Owner on the basis of Analysis of Rates which will be derived from actual prevailing market rates of similar item along with 15% as bidder's profit & overhead (or service charge as quoted by the bidder). The rates approved by the Owner in such cases will be final.

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.

The Bidder shall not be entitled to any compensation for the Loss suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The Owner shall not be liable for any sum besides the e-tender amount, subject to such variations as are provided for herein and as instructed by Owner. However, necessary time extension will be given if the delays are not attributed to the Bidder.

Annexure-B

Performa for Earnest Money Deposit Declaration

(On the letter head of Bidder/Contractor)

Whereas, I/ We _____ (name of bidder/ Contractor)
have submitted bids for

NIT No. _____

Name of the work: _____

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1). If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

(2). If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender document.

I/We shall be suspended for one year and shall not be eligible to bid for IIT Roorkee tenders from date of issue of suspension order.



Signature of the contractor(s)

With official seal

Date: _____

GENERAL CONDITIONS OF CONTRACT(GCC)

A: GENERAL

1.0 Definitions:

In this contract, the following terms shall be interpreted as indicated:

- a. "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 thereto and all documents incorporated by reference therein.
- b. "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
- c. "Contract Data" means any information provided in the tender document and agreed to by the Bidder.
- d. "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".
- e. "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.
- f. "GCC" mean the General Conditions of Contract contained in this section.
- g. "SCC" means the Special Conditions of Contract.
- h. "The Owner" means the Indian Institute of Technology Roorkee or its representative.
- i. "The Owner" means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder's bill. The Bidder shall offer the Architect or any representative of Owner every facility and assistance for examining the works and materials. The Architect or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.
- j. "The Bidder" means the individual or the firm executing the work.
- k. "The Project Site" where applicable, means the place or places named in SCC.
- l. "Day" means calendar day.
- m. "Architect-in-charge or EIC" means Assistant Executive Architect.

2.0 Interpretation and Application

- 2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.
- 2.3 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

3.0 Standards

- 3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and/or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials, workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.

4.0 Use of Contract Documents and Information

- 4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, scope, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information enumerated in Para except for the purposes of performing the contract.
- 4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so required by the Owner.

5.0 Owner's Decisions: Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.

6.0 Performance Guarantee: The proceeds of the performance guarantee shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.

7.0 Program and Reporting

- 7.1 The bidder shall furnish to the Indian Institute of Technology Roorkee a schedule of deputation of machineries as well as deployment of manpower as per the requirement of various works within fifteen days from the date of receipt of award of work. If required, owner may ask the weekly report about the running of deployed machineries and manpower.
- 7.2 The bidder shall also submit the sample of consumables to the office of EIC for the approval before the supply. Bidder shall also submit the consumption report of the consumable, if asked by the owner.

8.0 Assignment and Sub-contracting

- 8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.
- 8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

9.0 Bidder to provide everything necessary for proper execution of work

- 9.1 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Architect/Owner.
- 9.2 The bidder has to provide at his cost leveling pipe, steel/ metallic tapes or any tools, register, record, laptop, tablets, phone etc. required by the supervising staff of the Owner/Owner's representative during execution of the work.

10.0 Site Establishment: The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials. The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advise the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner. The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials. The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects. The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner. The bidder shall submit a list of plants, equipment, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Indian Institute of Technology Roorkee, chief proctor office, in order to remove from site any plant equipment, tools and materials. All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner. For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce; failure of this will be sufficient cause for removal of such person from the site.

11.0 Messing & Accommodation: The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

12.0 Method of storing the materials

12.1 The bidder shall at his/her own cost, provide for all necessary storage on the site in specified areas for all materials such as machines, materials for sanitation and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause.

12.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder. All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

13.0 Completion of Work: Before finally leaving site (if any), all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated (if any) by Owner shall be vacated and handed over to the Owner.

14.0 Successful Bidder's Employment of Labour

14.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment 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 fulfillment 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/ Security deposits or otherwise. No Labour to stay at site.

- 14.2 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 tradesmen 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. The bidder has to follow the laws of Ministry of Social Justice/ Labor.
- 14.3 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 bidders 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-bidders 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.
- 14.4 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 Architect 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.
- 14.5 The Institute reserves the right to direct the bidder against "mass replacement of manpower" and "deployment of any particular manpower" provided by the bidder without assigning any reason. Penalty shall be imposed in case Successful Bidder(s) fails to comply such direction as per the assessment of EIC.
- 14.6 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job and there is no guarantee for award of work whatsoever the reason may be.

14.7 The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their respective tasks. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder(s). The personnel employed by the Successful Bidder(s) shall compulsorily wear prescribed uniform while on duty and shall always carry his / her Identity Cards. Penalty shall be imposed in case Successful Bidder(s) fails to comply such direction as per the assessment of EIC.

15.0 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.

16.0 Indemnity: The successful Bidder shall at all times indemnify the department, consequent on this works contract. The successful Bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of operation the equipments and ancillary equipment under the supervision of the successful Bidder in so far as the latter is responsible. The successful Bidder shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful Bidder on account of the above.

17.0 Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forthwith and First-Aid, 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 are to 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. Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in 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 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 Fighting Extinguishers and Equipment. The bidder shall be responsible for the provision of all safety notices safety equipments 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.

18.0 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.

18.1 Owner's Risks: The Owner is responsible for the accepted risks which are:

- a. In so far 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.

18.2 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.

18.3 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 interlay 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.

19.0 Insurance

19.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contracted Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under:

- a. Bidder's All Risk Policy;
- b. Third Party Insurance.

19.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the approval before the Date of Start of work i.e. dates of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.3 If the Bidder does not provide any of the policies and certificates required, the Owner may affect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.

19.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner.

19.5 Both parties shall comply with the conditions in the insurance policy.

20.0 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.

21.0 Inspections by Owner

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 The inspections and tests may be conducted on the premises of the Bidder or at the working site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to materials and production data shall be furnished to the inspectors at no charge to the Owner.
- 21.5 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.
- 21.6 The Bidder shall permit the Owner 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.

22.0 Covering Up/ Uncovering of Works

- 22.1 No part of the works shall be covered up without the approval of Owner and the Bidder shall afford full opportunity for examination and inspection by the Owner. The bidder shall give due notice to the EIC about the work to be covered up for its measurements and examination. The EIC shall within a reasonable time attend for the purpose of examining such work, unless the EIC specifically advises the Bidder in writing of his unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work.
- 22.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Architect may direct and the Bidder shall make good the whole to the satisfaction of the Architect, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Architect shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.
- 22.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its bid, with the exception of any price adjustments authorized in SCC or in the Owner's request for bid validity extension, as the case may be.
- 22.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.
- 22.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other Publish / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified

Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

23.0 Payment

- 23.1 The method and conditions of payment to be made to the Bidder under the contract shall be specified in SCC.
- 23.2 Payment shall be made promptly by the Owner within thirty (30) days of certification of the bill by the Owner.
- 23.3 All intermediate running payments to the bidder shall be regarded as payments by way of advance against the final payment and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed, taken away and payment of compliance of this contract.

24.0 Variations and Provisional Cost (If applicable):

- 24.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract): a. At the rates if any inserted by the Bidder in the priced Schedule of Quantities or BOQ. If no such rates have been inserted then at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- 24.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, or his authorized representative not later than the end of the week following that in which the work has been executed. Effect shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

25.0 Claims for Extra or for Deductions

- 25.1 The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Bidder shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
- 25.2 The Bidder has to submit a monthly return by 10th of the ensuing month for any extra work which in his opinion is not covered by the contract agreement through the Owner's/ Owner's representatives and obtain a receipt from the authorized signatory of the Owner. Failing this, he shall have no right to any such claim, whatsoever may be the circumstances, later on.
- 25.3 In the event of any dispute arising either as to validity of the claim or as to the account to be paid or allowed in respect thereof, the decision of the Owner shall be final and binding on the bidder. In the meantime, the Bidder may either proceed with the work in question or suspend the same as may be determined by the Owner.
- 25.4 All extra works (those permitted by Owner) of every description shall be executed by bidder on site of work in pursuance of any of the provision of the contract, shall be measured up, and shall be paid according to actual quantities ascertained by such measurements and the prices as finalized by the Owner based on the priced schedule of quantities so that such priced schedule of quantities shall include all such operations and accessories as appear in the said schedule of prices or specification to be or shall in the opinion of the Owner the contingencies upon the works mentioned in such schedule of prices or required to make such works perfect and fit for use.
- 25.5 Provided also that if any work shall be ordered by the Owner and executed by the Bidder for the payment of which no provision in the opinion of the Owner have been made in the priced schedule of quantities or the specifications, the Owner shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the Owner sufficient for any difference in the character of conditions of the work. However, rates for extra items shall be fixed on the basis of actual rate analysis.
- 25.6 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, whether in the whole or in part, as may be directed by the TA/ TS OR EIC , whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.

26.0 Delay in the Bidder's performance

26.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice inviting tender.

26.2 If, at any time during performance of the contract, the Bidder should encounter conditions impeding timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages

27.0 Liquidated Damages: If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract.

28.0 Termination by Default

28.1 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 of 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 for any cause including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever or b) if the Bidder fails to perform any other obligation(s) under the contract.

28.2 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. The owner may terminate the contract bond without prejudice due to financial malpractice/ misbehavior/ verbal or physical assault/ poor quality of work, etc. Further to this, the bidder shall be debarred for two years for participating in any tender of IIT Roorkee.

Termination of the contract shall not relieve the agency/ bidder from any of his obligation imposed by the contract with respect to the work performed by them prior to such termination.

In case of termination of the contract, IIT Roorkee reserves the right to get the work done by deploying other agencies. Cost incurred for the same will be recovered from agency's bill/ PBG/ pledged FDR.

For any above mentioned cause including unsatisfactory performance or violation of the terms and condition of the contract whatsoever, the contract is liable to be terminated and the agency is liable to be blacklisted and security deposit/ performance bank guarantee submitted by the agency shall be forfeited and band guarantee will be encashed.

29.0 Force Majeure

29.1 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.

29.2 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.

29.3 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.

30.0 Termination for Insolvency: The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

31.0 Termination for Convenience: The Owner, by written 30 days prior notice sent to the Bidder may terminate the

contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective. The items of work that are complete and ready within (1) month after the Bidder's receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;

- a) To have any portion completed at the contract terms and value and/or
- b) To cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

32.0 Resolution of Disputes

The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties. All disputes should be under the Jurisdiction of civil court Roorkee.

33.0 Governing language: The contract shall be written in Hindi or English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

34.0 Governing law: The contract shall be governed by the laws of The Union of India for the time being in force. All disputes are subject to jurisdiction of courts at Roorkee or Honorable High Court Uttarakhand at Nainital.

35.0 Notices: Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing by e-mail or letter and confirmed in writing to the other party's address specified in SCC. A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.

36.0 Discoveries: Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner's instructions for dealing with them.

37.0 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.

38.0 Working Hours: Normal working hours shall be **from 08:30 a.m. to 05:30 p.m.** (8 Hours working per day) However, permission to work beyond normal working hours can be granted by the Owner in exceptional circumstances to achieve the target schedule of completion.

B. TIME CONTROL

39.0 Program

39.1 Within the time stated in the Contract Data the Bidder shall submit to the Owner for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works.

An update of the Program shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

39.2 The Bidder shall submit to the Owner, for approval, an updated Program at intervals no longer than the period as stated in the clause no. 7.1. If the Bidder does not submit an updated Program within this period, the Owner may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

39.3 The Owner's/Owner's approval of the Program shall not alter the Bidder's obligations. The Bidder may revise the Program and submit it to the Owner again at any time. A revised Program is to show the effect of Variations at any stage of work, Owner award any item/part of item of work to bidder's workman/ external agency, if in their opinion, the progress of work is suffering because of that. The work done will be added to the Bidder's bill and the amount paid for the job will be deducted from the Bidder's account.

40.0 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
- c) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring 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
- f) 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
- i) by reason of nonpayment 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 endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

C. QUALITY CONTROL

41.0 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.

42.0 Correction of Defects

- 42.1 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.
- 42.2 Every time notice of Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Owner's notice.

43.0 Uncorrected Defects: If the Bidder has not corrected a Defect within the time specified in the Owner's notice. In case, it is felt by the Owner that undue delay is being done by the bidder, the same will be got done by the owner at the risk and cost of the contractor.

D: Quality Assurance

Contractor has bound to deliver work with the quality and also bound to maintain the quality of work.

If the contractor is not delivering the quality of work even after the instructions of AE/JE//TA/TS instruction appointed on site, the Institute has reserved the right to cancel the awarded tender work at any stage of work without any prior information to contractor and also has a right to blacklist the contractor.

E. COST CONTROL

44.0 Schedule of Quantities

- 44.1 The Schedule of Quantities shall contain items for the sanitation work, cleaning of deeps sewer line/ open drain work to be done by the Bidder.
- 44.2 The Schedule of Quantities is used to calculate the Contract Price. The Bidder is paid for the quantity of the work

done at the rate in the priced Schedule of Quantities for each item.

45.0 Variations: All variations in the program pursuant to clause no. 7.0 of GCC shall be included in the updated program produced by the Bidder.

46.0 Payments for Variations

- 46.1 The Bidder shall provide the Owner with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Owner. The Owner shall assess and finalize the quotation, which shall be given within seven days of the request or within any longer period stated by the Owner and before the Variation is ordered.
- 46.2 If the Bidder's quotation is unreasonable, the Owner may order the Variation and make a change to the Contract Price which shall be based on Owner's own forecast of the effects of the Variation on the Bidder's costs.
- 46.3 If the Owner decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and shall be treated as a Variation.
- 46.4 The Bidder shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

F: FINISHING THE CONTRACT

47.0 Completion Certificate: The Bidder shall request the Owner to issue a Certificate of Completion of the Works will do so upon deciding that the Work is completed.

48.0 Taking Over: The Owner shall take over the Site and the Works within seven days of the Owner issuing a certificate of Completion. Before handing over the site, the bidder must obtain a site clearance certificate from the Owner.

49.0 Final Account: The Bidder shall supply to the Owner a detailed account of the total amount that the Bidder considers payable under the Contract before the end of the Defects Liability Period. The owner shall issue a Defect Liability Certificate and certify any final payment that is due to the Bidder within 5-6 days of receiving the Bidder's account if it is correct and complete. If it is not, the Owner shall issue within 5-6 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Owner shall decide on the amount payable to the Bidder and issue a payment certificate within 5-6 days of receiving the Bidder's revised account.



**Institute Architect,
IWD, IIT Roorkee**

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.

1. Definition (GCC clause 1.0)

- a) Owner means: **IIT Roorkee.**
- b) Site means the project site situated in IIT Roorkee Main Campus.

2. (i) Security Deposit: As per Critical Data Sheet.

- (ii) Release of Security Deposit: Security Deposit will be refunded by the Owner after completion of Defect Liability Period i.e., **06 months** from date of work completion.
- (iii) Security Deposit will be changed if amount of tender revised or increased and contractor is bound to submit difference amount of security Deposit within 10 days after revision.

3. Performance Guarantee: As per Critical Data Sheet. Performance guarantee for a period of time duration of work. Performance Security Within Ten days (10) after the Bidder's receipt of Notification of Award, the Bidder shall furnish Performance Security to the Owner for an amount of 5% of the accepted bid Value in the form Banker's Cheques/ DD/ FDR or Bank Guarantee from Nationalised /Scheduled Bank to the Owner. The Performance security shall be refunded/returned to the bidder on completion of work and recording of the completion certificate.

4. Warranty: Minimum Warranty period of complete system will be one year. However, for outsourcing services a undertaking for statutory payment liability shall be taken from contractor. Equipment warranty certificate as per OEM will be submitted to the department.

5. Payment:

Payment shall not be released against 2nd R/A bill until submission of following documents by bidder to the Owner: **(as applicable)**

- a) Attendance of deployed manpower
- b) Measurements
- c) GST Invoice with revenue stamp.
- d) EPF & ESI deposit proof.
- e) Deployed manpower salary deposit proof.
- f) Detail list of materials & machines.
- g) Insurance – Bidder's All Risk (CAR) Policy and Third Party Liability Insurance.

5.1.1 Basis of Payment in RA bills

Payment in RA bills shall be based on quantity of work executed at site (as per the item of work) & verified by Owner as per the item rate in work orders. Owner is authorized to allow part rate/reduced rate for any item of work.

5.1.2 Disallowance of payment

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

5.2 Final bill

The final bill complete in all respect shall be submitted by the bidder within 60 days from the date of completion of work. The total quantity may vary as per actual work execution/ site requirement/ and user suggested changes during execution.

The bill should be accompanied with the following documents. **(as applicable)**

- a) Job completion certificate.
- b) Site clearance certificate.
- c) Indemnity certificate towards labour payment and all statutory payments.
- d) Certificate of measurement sheets.
- e) ESIC and EPF Record
- f) GST Challan

Settlement of final bill shall be made subject to deduction of all dues payable by bidder, settlement of all disputes and furnishing of all required documents/ clarifications and grant of extension of time, if any, by Owner's competent authority. The owner may demand any other documents related to the work before settlement of final bill, it would be the responsibility of the bidder to submit the same.

6. Liquidated Damages

0.5 % per week of balance/unattended work subject to a maximum 5% (Five percent) of the Contract value may be imposed from the stipulated date of completion.

7. Resolution of Disputes

In case the parties don't agree to the advice of owner, then the Director, IIT Roorkee shall appoint a sole arbitrator within 30 days of receipt of request forthwith. The arbitration shall be governed by Arbitration and Reconciliation Act 1996.

8. Notices

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.

Owner: **Dean Infrastructure,
Institute Works Department,
Indian Institute of Technology
Roorkee**

Bidder: _____

(To be filled in at the time of Signing of the Contract)

9. Resolution of Disputes & Arbitration

- a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
- b) If the bidder considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision.
- c) If the Bidder is dissatisfied with this decision, the Bidder shall within a period of 30 days from receipt of the decision, give written notice to the IIT Roorkee for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.
- d) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by The Director, IIT Roorkee. If reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such IIT Roorkee as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- e) It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the bidder shall be deemed to have been waived and absolutely barred and IIT Roorkee shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of

1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

- f) 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 tendered 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.”
- g) For Purchase Order- “If any dispute arises out of the interpretation of any clause of this Purchase order/Work order or with respect to any other matter connected with or arising out of any work/service to be done or completed pursuant to this Purchase order/Work order, the aggrieved party shall first serve the Statement of its Grievances to the other party in which the complete details and description of its grievance should be mentioned descriptively. The true copies of all the relevant documents shall be filed with this statement by the aggrieved party. Both the parties shall then make utmost endeavor to settle the disputes amicably amongst themselves.

In the case the parties fail to settle their disputes amicably amongst themselves or if any dispute remains unsettled while other disputes are settled, the aggrieved party shall serve a Notice to the other party and to the Director of the Indian Institute of Technology Roorkee, intimating its desire to invoke the Arbitration for the settlement of the said disputes or any of the unsettled dispute. Such Notice invoking Arbitration shall strictly be given in compliance of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. Such notice shall grant the time not less than 30 days to other party for the appointment of the Arbitrator. The aggrieved party shall specifically and in very clear terms mention the points of Reference desired to be referred to the Arbitrator, give out the details and description of the dispute which it tends to get settled by the process of the Arbitration. The Notice invoking Arbitration shall contain the true copies of all the relevant documents on which the aggrieved party shall put reliance in support of its claim.

After service of the Notice invoking Arbitration, the Director of the Indian Institute of Technology, Roorkee shall appoint the Sole Arbitrator for resolution of the dispute/s or any of the unsettled dispute/s within a period of thirty clear days from the date of receipt of the Notice invoking Arbitration from the aggrieved party. The Arbitration proceedings shall be commenced strictly in compliance of the provisions of the arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. The language of Arbitration proceedings shall be English. The venue of Arbitration will be the premises of the Indian Institute of Technology Roorkee.

For the purpose of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time and for any legal action with regard to this Arbitration and for the purpose of any matter arising out of Arbitration proceedings under this Purchase Order/ Work Order, the courts situate at Roorkee shall only have the jurisdiction to try the legal Action. In this regard, the Commercial Courts having jurisdiction over Roorkee in the matters pertaining to commercial disputes or action arising out of any Arbitral Award passed during the course of the arbitral proceedings held and commenced in Roorkee (currently the commercial Courts located at Dehradun have jurisdiction over the Commercial disputes and the Arbitral Award passed during the course of the Arbitral proceedings held and commenced in Roorkee) shall only have the jurisdiction to try Such legal action. All the legal proceedings shall be subject to the territorial and geographical jurisdiction of Hon'ble High Court of Uttarakhand.”

10. Protection of environment

- 10.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 10.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- 10.3 Salient features of some of the major laws that are applicable are given below:
The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or alteration of the physical, chemical or biological properties of water or such discharge of any sewage or

trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

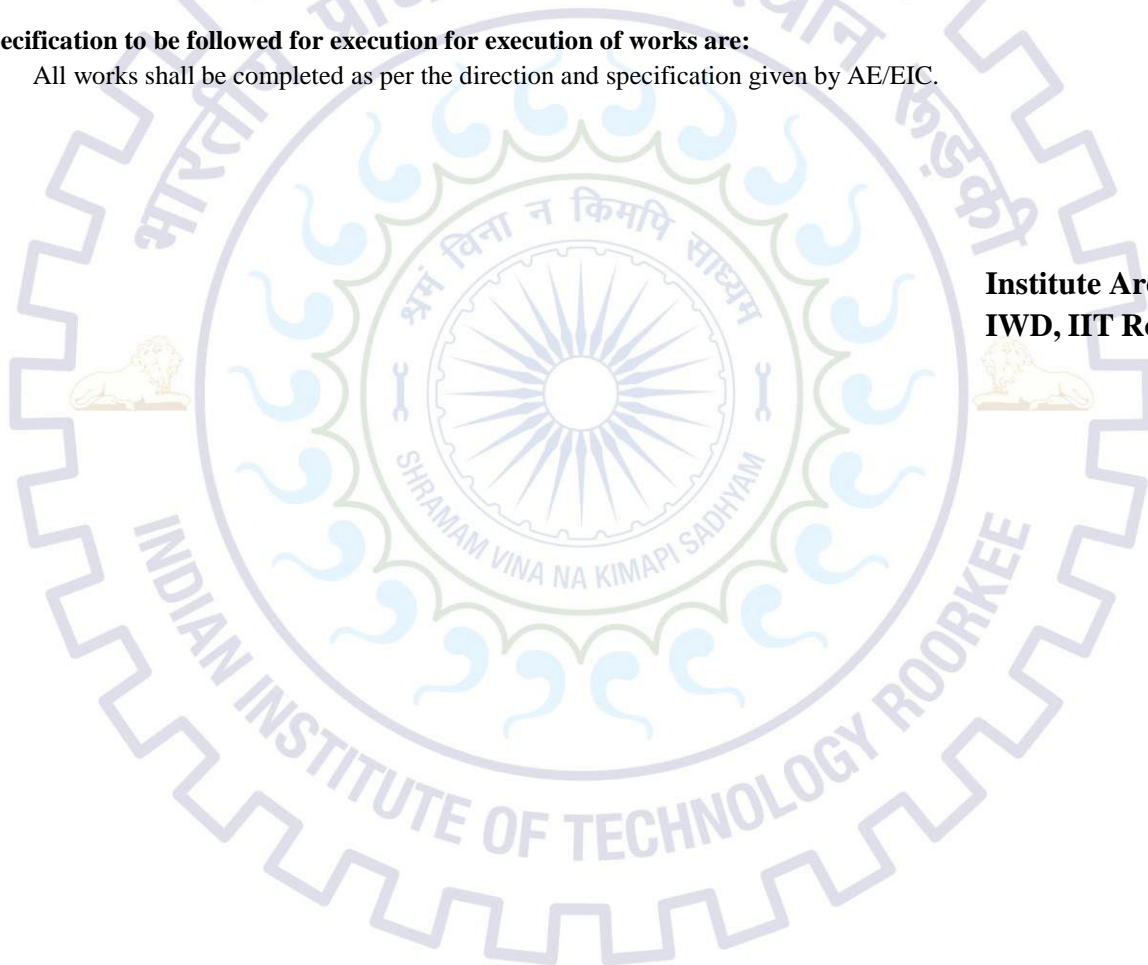
The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

11. Specification to be followed for execution for execution of works are:

All works shall be completed as per the direction and specification given by AE/EIC.

**Institute Architect,
IWD, IIT Roorkee.**



Notarized Undertaking-I

(On Non-Judicial stamp paper of Rs. 100/-)

Name of the Firm/Company/Agency/ Contractor:

Name of the E-Tender: **Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.**

NIT No.:

Tender ID:

- I. I /We hereby agree to abide by all terms and conditions laid down in E-Tender document.
- II. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions.
- III. I/We abide by the provisions of Minimum Wage Act., Contract Labour Act. and Other statutory provisions like Provident Fund Act., E.S.I.C., Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act. as amended by the Government from time to time within one month days from the Date of and shall be fully responsible for any violation.

I/We agree to the forfeit of the earnest money deposit and performance deposit by me in connection with this E-Tender, if I fail to comply with any of the terms and conditions mentioned in the E-Tender document.

(Signature of the Bidder)

**Name and Address of the Bidder
Telephone No. and Mobile No.**

PERFORMANCE GUARANTEE BOND

In consideration of the Indian Institute of Technology Roorkee having agreed under the terms and conditions of agreement No..... dated..... made betweenAnd

.....(hereinafter called "the contractor(s)")..... for the work.....(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

1. We.....(hereinafter referred to as "the Bank") hereby undertake to pay to IIT Roorkee (Indicate the name of the bank) an amount not exceeding Rs..... (.....only) on demand by the Indian Institute of Technology Roorkee.

2. Wedo hereby undertake to pay the amounts due..... and payable (Indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Indian Institute of Technology Roorkee stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees.....only).

3. We, the said bank further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. Wefurther agree that the guarantee herein contained shall (Indicate the name of the Bank) remain in full force and effect during the period that would be taken for performance of the said agreement, and it shall continue to be enforceable till all the dues of the Indian Institute of Technology Roorkee under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Architect-in-charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of bank) further agree with the Indian Institute of Technology Roorkee that Indian Institute of Technology Roorkee shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Institute of Technology Roorkee against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Indian Institute of Technology Roorkee to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We(Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Indian Institute of Technology Roorkee in writing.

8. This guarantee shall be valid up to..... unless extended on demand by Indian Institute of Technology Roorkee. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to(Rupees.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday of..... for (Indicate the name of the Bank)

Notarized Undertaking on Rs.100 Stamp paper (non-judicial stamp paper)-II

Qualifying information should be filled by the bidder in the qualifying Technical Bid Form as uploaded in the Technical Bid Envelop. Without filling or incomplete filling, the qualifying form should be not treated and the bidder should be rejected.

Undertaking on Rs.100 Stamp (non-judicial stamp paper)

NIT No.:

Tender ID:

I _____ (designation) _____ of (name of the Agency) _____ hereby declare to accept the all Terms and Conditions as given in the E-Tender Document for the **“Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.”**

SIGNATURE OF BIDDER _____

NAME OF BIDDER _____

OFFICIAL SEAL _____ DESIGNATION/ SEAL OF THE BIDDER _____

DATE: _____ ADDRESS _____

PLACE: _____

- Note:**
1. All the pages and appendices attached should be numbered and signed by the bidder.
 2. All entries in this form should be duly filled in. No overwriting is permitted. All cuttings must be initialed by the bidder.

SCHEDULE

Name of work : “Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.”.

DECLARATION

1. (A) I/We hereby declare that I/we (Name)
have no other business relations with the Institute.

‘Or’

- (B) Have the following other association with the Institute.

2. (A) Have no relatives or connection by marriage on the staff of the Institute.

‘Or’

- (B) Have the following relatives or connection by marriage on the staff of the Institute.

Sr. No.	Name	Relationship	Designation	Office in which posted
(i)				
(ii)				
(iii)				
(iv)				
(v)				

**Signature and
full address of
contractor /contractors**

Note: Stick out (a) or (b) of each of the above declaration which is not applicable.

**PERFORMANCE REPORT OF SIMILAR WORKS/PROJECTS
TO BE CONSIDERED FOR ELIGIBILITY**

Name & address of the firm / Consultant :

	Name of work/project & location	
	Agreement/LOA No./C.B.	
	Total Tender/Actual Cost	
	Cost of Similar Work	
	Number of Manpower employed for Similar Work	
	Date of start	
	Date of completion	
	Whether any litigation/arbitration case is pending/ in progress in this consultancy work.	
	Performance Report	
	Quality of Services	Very Good/ Good/ Fair/Poor
	Organizational strength & management of work and adherence to delivery on time	Very Good/ Good/ Fair/Poor
	Technical Proficiency in compliance with rules, Policies, etc.	Very Good/ Good/ Fair/Poor
	Resourcefulness	Very Good/ Good/ Fair/Poor
	General Behavior	Very Good/ Good/ Fair/Poor
	Remarks (if any)	

Dated with stamp

Signature of Head of the Organization or authorized person

Note: Below the rank of Executive Architect or Equivalent.

GENERAL INFORMATION OF ORGANISATION

Please furnish the following information along with documentary evidence only in this format (as eligibility criteria as mentioned in NIT)

S.No.	Descriptions	Details
1.	Name of the bidder	
2.	Permanent Address	
3.	Official e-mail ID for communication	
4.	Contact person	
5.	Telephone/ Mobile Nos.	
6.	Fax No.	
7.	Type of Organization: a) An Individual b) A proprietary firm c) A firm in partnership (attach copy of partnership) d) A Limited Company (attach copy of partnership) e) Any other (mention the type)	
8.	Place and year of Incorporation/ registration	
9.	Details of Registration of Proprietor/ partners/ Directors with various Institutions	
10.	Bank Details	
	Name of the Bank	
	Account No.	
	Name & Address of the Branch	
	IFSC Code	
	MICR Code	

Signature of the Bidder with Stamp

FINANCIAL INFORMATION

S. No.	Particulars	Financial years			Average Annual Turnover
		a (2021-2022)	b (2022-2023)	c (2023-2024)	(a+b+c)/3
i)	Gross Annual Turnover				
ii)	Profit / Loss				

Average annual financial turnover during the last 3 years, ending 31st March of previous financial year, should not be less than 50% of the estimated cost. CA certificate be enclosed as documentary proof. Copies of balance sheets duly certified by CA to be submitted. (with valid UDIN)

Signature of Chartered Accountant with Seal





Signature of Bidder



DETAILS OF ALL WORKS OF SIMILAR NATURE
COMPLETED DURING THE LAST SEVEN YEARS

Name of the firm / Consultant:

Sl. No	Name of work/ project with address	Name & postal address of the owner & contact person	Contract Value	Date of Start	Date of Completion	Actual Date of Completion
1						
2						
3						
4						
5						
6						
7						
8						

Certified that the above list of works is completed and no work has been left out and that the information given is correct to my / our knowledge and belief.

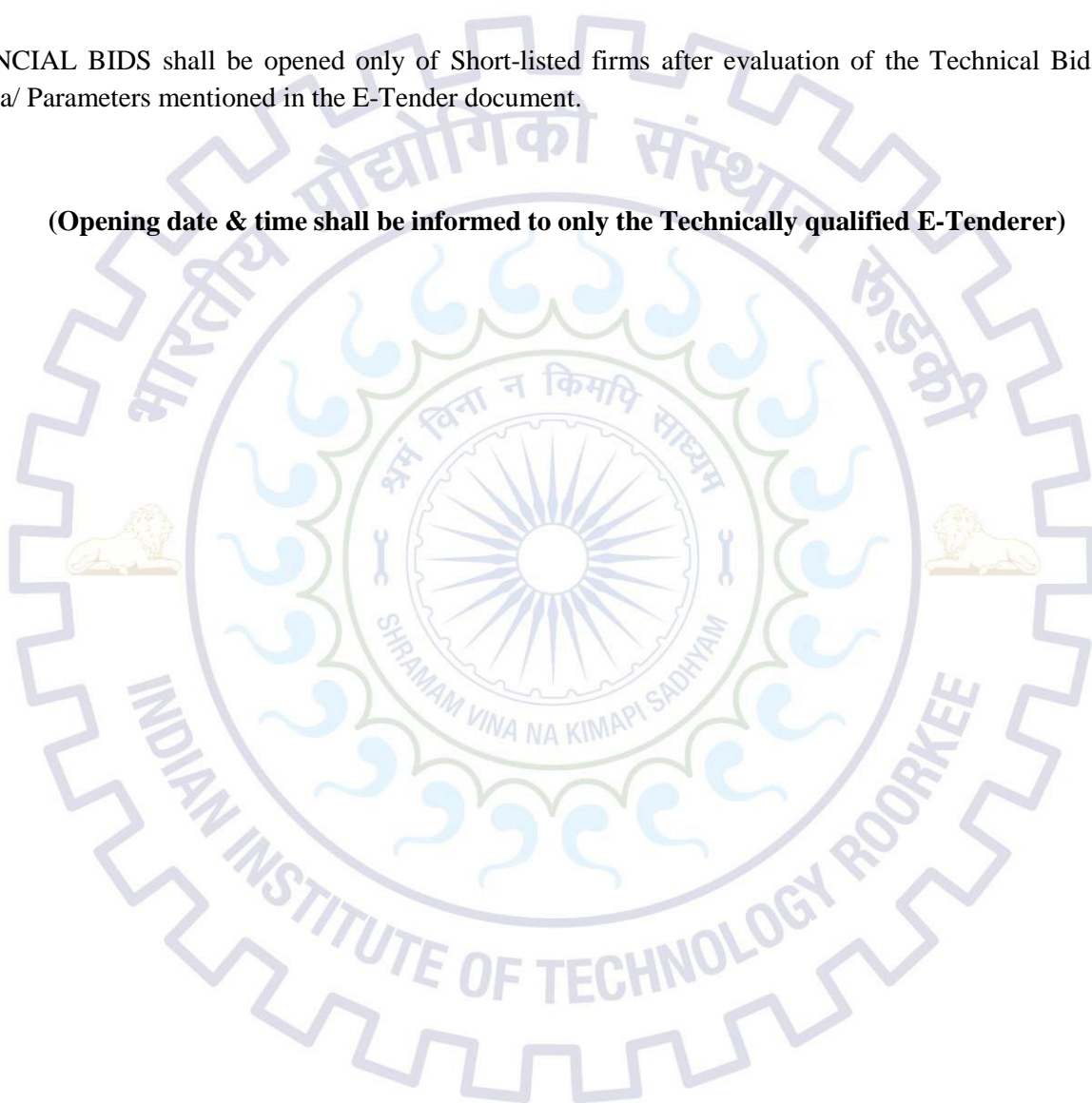
Signature of the Bidder with Stamp

FINANCIAL BID

“Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus.”

FINANCIAL BIDS shall be opened only of Short-listed firms after evaluation of the Technical Bids as per Criteria/ Parameters mentioned in the E-Tender document.

(Opening date & time shall be informed to only the Technically qualified E-Tenderer)



FOR OFFICE USE ONLY

Name of the Contractor: _____

Contract Bond No. _____/Dean Infrastructure /2025 – 2026

Dated _____

I hereby E-Tender for the execution for the Director/ B.O.G., IIT Roorkee for the work specified in the underwritten memorandum within the time specified in such memorandum at the rate specified in the attached Appendix “A” and in accordance in all respect with the specification, designs drawings and instructions in written referred in rules. I therefore, and in clause 2 of the conditions of contract and with such materials as provided for in all other respects in accordance with such conditions as far as possible.

MEMORANDUM

1. General Descriptions : As above
2. E-Tendered Cost : Rs. _____
3. Time allowed for the completion of the work
the date of written orders to complete of work : **Initially for 12 months**
4. Earnest money : Rs. _____
5. Date of start : _____
6. Date of Completion : _____

INSTITUTE WORKS DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE
Schedule of Quantities

Name of Work: "Hiring services for mandays for Horticulture work in the Inner Zone of IIT Roorkee Campus".

Sl. No.	Item Description	Quantity	Units	BASIC WAGES (PER MONTH) As per Current Prevailing rates Rs. P	SERVICE CHARGE IN % ON BASIC WAGES +Bonu s	EPF @13% on actual & max limit to Rs 1950 (13% of 15000/-)	ESI @3.25 % of Basic Wages +Bonu s	Bonus (calculated 26 days) *8.33% of Basic wages and max. limit of Rs.7000/ whichever is least	SUB TOTAL COLUMN	Service charge (PER Month) In Figures Rs . P	SUB TOTAL	GST @ 18% ON COLUMN 15	COST PER MONTH (Col 15 + Col 16)	PER DAY WAGES including GST & Service Charge in Rs. P	TOTAL Service Charges (GST Extra) Quoted by Bidder in Rs. P	TOTAL WAGES With all the Allowance s/Charges Rs. P	TOTAL Service Charges Quoted by Bidder in
1	2	3	4	5	5	6	7	8	10	14	15	16	17	19	43	44	19
1.01	UNSKILLED CAT-I	8424	Mandays	13676.00		1777.88	463.43	583.33	16500.64	0.00	16500.64	2970.12	19470.76	748.88	0.00	6308565.12	INR Zero Only
1.02	UNSKILLED CAT-II	2808	Mandays	14820.00		1926.60	500.61	583.33	17830.54	0.00	17830.54	3209.50	21040.04	809.23	0.00	2272317.84	INR Zero Only
1.03	SKILLED	312	Mandays	19214.00		1950.00	643.41	583.33	22390.74	0.00	22390.74	4030.33	26421.07	1016.20	0.00	317054.40	INR Zero Only
1.04	HIGH SKILLED CAT-I	936	Mandays	20891.00		1950.00	682.50	583.33	24106.83	0.00	24106.83	4339.23	28446.06	1094.08	0.00	1024058.88	INR Zero Only
Total in Figures															0.00	9921996.24	INR Zero Only
Quoted Rate in Words																	INR Zero Only

Instruction to the bidder for quoting rates in Financial Bid

Instruction to the Bidder for quoting rates in Financial bid

(a) Labour Part (BOQ)

Contractor has to quote the service charge on the labor part. GST will be paid extra as applicable

(i) **Bidder should quote the same service charge for each category of manpower.**

Note : It is mandatory to fill the BOQ incomplete or partially filled BOQ will be treated as rejected or disqualified.

Note:

1. Finance bid will be the total amount after adding the BOQ
2. **If any bidders quote negative or Nil or Zero service charges / consideration, the bid shall be treated as unresponsive and will not be considered as per Ministry of Finance Department of Expenditure Office Memo No. 29(1)/2014-PPD dtd. 28.01.2014.**
3. Daily Wages are variable as per government notification. Successful bidder has to pay the minimum wages as per current prevailing rates to the deployed manpower on daily wages basis and bidder will be paid accordingly.
4. Service charges to be filled in the form of percentage basis.
5. Mandays and materials (quantity as well as no. of items) are variable. It may be increased or decreased as required.

Responsibilities of the bidder & Penalties for non-compliance:

1. To maintain the record of labour ESIC, EPF etc.
2. Make the attendance record on daily basis (two times a day) as per the instruction of EIC.
3. Initiate the billing process, labour payment, ESIC Card, Gate pass, Identity Card & EPF timely.
4. Providing of Account statement for the purpose of labour payment verification.
5. Providing pay slip to workmen every month.
6. The bidder should have their registered office / branch in Roorkee / Haridwar / Dehradun/Saharanpur/Rishikesh or in the vicinity of 100 kms. If not, an office should be opened in Roorkee within 30 (thirty) days of award of work, where an empowered person must be posted, who can take decision on any situation relating to the performance of the agency's obligation under this contract. The above office shall remain open till all the contractual obligations are fulfilled.
7. Bidder shall be bound to pay salaries or disbursement of wages to the employed manpower by 10th of every month. Failing which a penalty of 0.5% per week from the total running bill subject to a maximum 5% (Five percent) of the Contract value may be imposed no excuse shall be entertained that the Department have done the late payment or bank's holiday etc.
8. Contractor shall be bound to complete the work within stipulated timeline as instructed by AE(H) OR EIC. No excuses shall be entertained for the delay of contract time or award time due to machine is not working, man power is short on site, strike of the employees, heavy rain, hot sun in summer etc.
9. Contractor/firm/bidder has to complete all the formalities such as issuing of ID card, ESI Card, Police verification report, allotment of UAN for EPF account etc. before the second running bill. Second running bill will not be accepted by the Institute until and unless all the formalities shall not completed by the contractor/bidder/firm. No extra payment shall be made IITR for necessary formalities.
10. Failure or delay in providing manpower support (UAN, EPF, ESIC, ID card , pay slip and salary), any service as per tender as per the contract. Liquidated damages @ 0.5% of annual basic value of contract will be deducted for every day of deficiency in performance subject to a maximum of 5% of annual basic value of contract. Apart from the penalty prescribed, the Institute authorities shall have the right to get this work done at the cost of the agency through any other agency. The expenses so incurred would be intimated to the agency and the requisite amount would be deducted from the monthly bills of the agency or Security Deposit of agency.
11. Contractor or representative (with power of attorney) are bound to attend the periodic meeting (as and when called by EIC) for contract management (or any other issue related to contract) at IIT Roorkee. Penalty shall be imposed in case of non-compliance.
12. In case of replacement of manpower found unsuitable/untrained or inadequately skilled than penalty as per the assessment of EIC shall be imposed.

13. IIT Roorkee is a Tobacco free campus, therefore instance consumption/possession of tobacco or alcoholic substance by the manpower deployed than EIC shall impose penalty for each violation on the contractor.
14. Contractor has to follow all the necessary safety rules and wear helmet and safety belt while working at height. In case if the contractor does not follow the safety rules and regulation on site than EIC shall impose penalty for each violation as per the assessment till the date of execution of the safety rules and regulation on site by the contractor which is to be deducted from the contractor bill or from the security deposited. (Vendor will arrange safety gears such as safety shoes, safety helmets, gloves etc for the manpower deployed at his own cost. If the manpower is found not wearing safety gears, a penalty of Rs. 200 per violation will be imposed by the EIC.)
15. Contractor shall have to provide one Manager/ supervisor at his own cost and Institute shall not be liable to pay the salary of Manager/Supervisor. In case of non-compliance of this penalty shall be imposed.
16. At the time of V.I.P. visit, any function, or any emergency, contractors will be bound to provide the services without any delay and no reason shall be entertained for delay in services.
17. Successful Bidder(s) shall be solely responsible for accommodation, remuneration, omissions / commissions of personnel deployed at the Institute premises.
18. The Successful Bidder(s) shall furnish a detailed duty chart of the employees to be employed by him/her for various works enumerated in the scope of work and the same shall be approved by EIC at the beginning of the contract and shall maintain the same for every month thereafter. The Successful Bidder(s) shall not make any changes in duty chart without prior permission from the EIC during course of contract. If the works are not completed as per schedule, deductions/penalties will be levied as indicated in scope of work.
19. In case of theft of any material takes place from the office/residences on account of the negligence on the part of the personnel deployed by the Successful Bidder(s). Amount for loss/theft will be recovered from the Successful Bidder(s) while settling the bill.
20. The Architect In-charge reserve all rights to impose or wave off penalty full or partially if justified on request of Contractor and also have a right to forfeit the Security deposit/Performance guarantee/Bank Guarantee any or both or to black list the firm for the short time or life time period from IIT Roorkee. The decision of EIC will be final in all or at any stage.
21. The Institute reserves the right to instruct contractor to rotate/transfer/ decrease or increase of labours/reject any particular workmen/staff placed/employed under the contract with the Institute without assigning any reason. In case Successful Bidder(s) fails to take action against the defaulter, the Institute reserves the right to take suitable/legal action against the Successful Bidder(s) for non-compliance.
22. Man-days engaged by the contractor shall not engage themselves in any undesirable/unlawful activities within/outside the premises of IIT Roorkee.
23. If the described horticulture work is not done as per satisfaction of AE(H) or any higher officer, the penalty will be imposed as per assessment of EIC The penalty imposed by EIC will be final.
24. If the % of the penalty clause for the same condition is differ then higher % of penalty clause will be applicable.
25. In case of absence of Manager without prior intimation, penalty for each absence shall be imposed as per assessment of AE(H)/EIC.
26. The owner may terminate the contract bond without prejudice due to financial malpractice/ misbehavior /verbal or physical assault /poor quality of work etc.
27. The bidder should have their registered office/ branch in roorkee/ Haridwar/ Dehradun. If not, an office should be opened in Roorkee within 15(fifteen) days of award of work, where an empowered person must be posted. Who can take decision on any situation relating to the performance of the agency's obligation under this contract. The above office shall remain open till all the contractual obligation are fulfilled.
28. All the necessary penalties shall be deducted from the bill submitted by the contractor.

SCOPE OF WORK

1. Day to day Horticulture works like Mali, Gardener, Machine & Tools operator, etc. **Or** any other work-related works to Horticulture as directed by AE(H)/EIC.
2. Day to day maintenance of all lawn, Parks or whenever required.
3. Trimming, plantation, and grass cutting, all horticulture works for maintaining the as per the instructions of the Architect-in-Charge.
4. All work shall be done as per schedule given by EIC.
5. Bidder shall issue identity card to each of the person employed.
6. Bidder shall provide sleeveless jacket stating “Respective Inner Zone Horticulture Works IIT Roorkee” to each of the person employed as per the direction of EIC. No extra payment for this will be made.

NOTE:- Other than all above mentioned works any work related to Horticulture maintenance work has to be done by Contractor as per the direction of AE(H)/Architect-In-Charge. All work shall be done as per schedule given by AE(H) OR EIC .

Terms & Conditions:

1. If any bidders quotes Nil or Zero service charges / consideration , the bid shall be treated as unresponsive and will not be considered as per Ministry of Finance Department of Expenditure Office Memo No. 29(1)/2014-PPD dt. 28.01.2014. While in a separate clarification issued by Ministry of Commerce & Industry vide their letter no.31/14/1000/2014-GA/17/09/2014, it has been mentioned that the quotations offered over and above minimum wages of Central / State Govt. (as applicable) pertaining to service charges quoted by the bidder necessarily has to be over and above Zero percent. Further Zero percent included all derivatives of Zero upto 0.9999 and thereof. Any service charges not adhered to above guidelines should be considered unresponsive and will not be considered.
2. Daily Wages are variable as per government notification. Successful bidder has to pay the minimum wages as per current prevailing rates to the deployed manpower on daily wages basis and bidder will be paid accordingly.
3. Contractor must follow all the labour acts/law such as minimum wages paid to manpower engaged on work as per prevalent rules amended time to time.
4. Service charges to be filled in the form of percentage basis.
5. Quantity is variable. It may be increased or decreased.
6. Vendors should not send any hardcopy of bids and other documents to IIT Roorkee.



**Institute Architect
IWD,IIT Roorkee.**