

# INSTITUTE WORKS DEPARTMENT

# **E-TENDER DOCUMENT**

For

Auction / sell of old goods / non-usable / unserviceable materials / damaged items lying at Central Store, IIT Roorkee on "As is where is basis and on no complain basis".



Indian Institute of Technology Roorkee Roorkee-247667, Tel. No. 01332-285262/4858



# INSTITUTE WORKS DEPARTMENT

No. IWD/IE/Central Store/64/RT/1/75

Dated: January/18 /2024

### **NOTICE INVITING TENDER**

On behalf of BOG, I.I.T., Roorkee proposes to sell of **old goods / non-usable / unserviceable materials / damaged items** lying its Central Store, IIT Roorkee on "As is where is basis and on no complain basis" through central e-procurement portal.

Name of the work	Estimated Cost (Approx.)	Period for removal of Scrap from the site
Auction / sell of old goods / non-usable / unserviceable materials / damaged items lying at Central Store, IIT Roorkee on "As is where is basis and on no complain basis".	12.52 lakhs (Excluding GST@ 18%)	15 Days

- 1. Interested eligible Bidders may obtain further information from IIT Roorkee website: <u>www.iitr.ac.in</u> (<u>https://www.iitr.ac.in/administration/pages/Tenders EOI.html</u>) or from Central Public Procurement Portal (CPPP) <u>http://eprocure.gov.in/app</u>.
- Intending bidders are advised to visit IIT Roorkee website <u>www.iitr.ac.in</u> (<u>https://www.iitr.ac.in/administration/pages/Tenders EOI.html</u>) and Central Public Procurement Portal (CPPP) <u>http://eprocure.gov.in/app</u> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.

Sr.	Name of Organization	Indian Institute of Technology Roorkee
No.		
1	Tender Type	Open
2	Tender Category	Auction
3	Type/Form of Contract	Sell of old scrap
4	Product Category	Scrap
5	Date of Issue/Publishing Original Tender	18-01-2024 (17:30 Hrs)
6	Document Download / Sale Start Date	18-01-2024 (17:30 Hrs)
7	Seek Clarification Start Date	18-01-2024 (17:30 Hrs)
8	Pre-bid Meeting	NA
9	Seek Clarification End Date	29-01-2024 (17:30 Hrs)
10	Bid Submission Start Date	05-02-2024 (12:30 Hrs)
11	Bid Submission Closing Date	12-02-2024 (12:30 Hrs)
12	Bid Opening Date	13-02-2024 (12:30 Hrs)
13	Tender Fee	<ul> <li>Rs.1000.00+18% GST (non-refundable). Payment of the Tender Fee can be made by RTGS, NEFT in below mentioned account no.</li> <li>1. Account Name- NON-MHRD GOVERNMENT FUND HT ROORKEE</li> <li>2. Address- Haridwar.</li> <li>3. Account No 00000032685865515</li> <li>4. Account Description- Regular SB Chq-Entities.</li> <li>5.Branch- HT Roorkee,</li> <li>6. CIF No- 86531323246</li> <li>7. IFS Code SBIN0001069,</li> <li>8.MICR Code 247002094</li> </ul>
14	Important Condition/ Instructions	<b>Rs.3,00,000.00</b> to be deposited into the IIT Roorkee account against reserve cost and copy of the deposit receipt shall ne uploaded on e-tender.

## **Critical Data Sheet**

15	No. of Covers	Cover-2 for Technical+ Financial			
16	Bid Validity Days	90 days (from last date of opening of tender)			
17	Documents to be uploaded on CPP Portal ( <u>http://eprocure.gov.in/eprocure/app</u> ) (related to eligibility criteria) on or before due date of submission of tender.	<ol> <li>Affidavit (on Rs.10 non-judicial stamp with notarized) regarding establishment of proprietorship firm or <i>letter of</i> <i>incorporation for private ltd and Ltd firm with written</i> <i>power of attorney of the authorized signatory</i> with written power of attorney (in case of bidder is owner, not required) of the authorized signatory.</li> <li>Qualifying Information (Annexure-1).</li> <li>Notarized undertaking on Rs. 100 non-judicial stamp paper as per the NIT(Annexure-2). <ol> <li>Account Name – NON-MOE GOVERNMENT FUND IITROORKEE</li> <li>Account No-00000032685865515</li> <li>IFSC Code- SBIN0001069</li> <li>MICR Code- 247002094</li> <li>The acknowledgement of submission of EMD</li> </ol> </li> </ol>			
18	Price Bid	<ul> <li>and Tender feeshould be uploaded in cover-1.</li> <li>4) GST registration certificate, PAN (must requirement).</li> <li>5) Declaration regarding Clean Track Record. (Annexure-3).</li> <li>6) Registration Certificate issued by CPCB/SPCB. (optional)</li> <li>To be uploaded only on CPP Portal</li> <li>(http://orgourg.com/org/) in evenl sheet</li> </ul>			
		( <u>http://eprocure.gov.in/eprocure/app</u> ) in excel sheet.			
19	Address for submission of documents orother communication.	Institute Works Department,James Thomson Building, IIT Roorkee, Roorkee-247667 (India), Tel. No. 01332-284858			
20	Email Address	pradeepelectenggaad@iitr.ac.in, ie@iitr.ac.in			

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

Institute Engineer, IWD, IIT Roorkee

#### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the 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) 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 theydo 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.9

#### 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 CPPPortal.
- 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 consider 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. Anydeviations 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 abid, 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 formatis acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (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 storageencryption 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/ e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https: //eprocure.gov.in/procure/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 aboutDSC".
- **6.3** Tenderer 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.

#### 7.0 Eligibility criteria for submission of bid documents: -

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

- 7.1 Bidder should have valid PAN, and GST registration certificate.
- 7.2 Registration with the Central / State Pollution Control Board or Authority (optional). If registered, then certificate may be submitted.

#### 8. INFORMATION AND INSTRUCTIONS TO BIDDERS:

- 8.1 Kindly note that in case of any discrepancy regarding uploaded documents in cover-1 and, the uploaded documents shall be considered as final. Online Financial Bids submitted by intending bidders shall be opened only of those bidders, whose bid found technically qualified.
- 8.2 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 registrationetc.) as stipulated in the bid document.
- 8.3 Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of thesite, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.

Institute Engineer, IWD, IIT Roorkee

# **OUALIFYING INFORMATION**

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

1.	Name of the bidder	
2.	Legal Status of the bidder	
3.	Place of registration and registration of the bidder	
4.	Year of establishment of the firm.	
5.	Permanent Address	
6.	Email id	
7.	Contact Numbers	
8.	Principal place of the registration	
9.	PAN No.	
10.	GST No.	
11.	EMD details	
12.	Tender fee details	

13. Proforma for List of Works Executed by the Bidder During the Last 5 Years and Above

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 Dateof Completion
<u>1</u> .						
<u>2</u> .						
<u>3</u> .						
<u>4</u> .						

Note: Bidder may furnish the above information in separate sheet if the space is not sufficient.

# SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1. Cancellation of tender in partially or fully under the power of Dean Infrastructure without any notice.
- 2. Force Majeure: Force Majeure will be accepted on adequate proof thereof.
- 3. Prospective bidder may visit the site during office hour in the supervision of Store-in charge.
- **4.** The Tenderers, in their own interest, are advised to physically verify the lot at the site during given scheduled day between 11.00 AM to 4.00 PM within the bidding period by prior appointment to satisfy themselves about the quality and condition of the materials offered for sale. No request for providing sample will be accepted.
- 5. The items specified in the Schedule herein below have been stated to the best of the information. The Institute shall not be answerable for any error, misstatement or omission in this proclamation. The successful bidder shall be required to lift all the items at their own cost from the disposal site to his/her premises within 30 days after the payment of the quoted amount. On failure, to lift the material within stipulated date and time, the Institute will charge ground rent @ Rs. 5000/- per day basis. If the material is not lifted within the extended time also, the Institute shall have the right to forfeit the entire amount of the bidder and sale the material to any bidder.
- **6.** No picking, choosing, sorting, welding, cutting or breaking of goods or materials sold will be permitted. Further, the Institute will be no party to any dispute that may arise in transit after the loading has been completed.
- 7. The bidder shall take full responsibility in case of any damage, loss or injury to any person.
- 8. In case of any accident or mis-happening the bidder will be responsible for the safety and the Institute will not take any responsibility in this regard.
- **9.** Offered lot shall not be sold below the reserve price. However, the offer found near the reserve price may be considered as per decision of the committee constituted for the purpose.
- **10.** The Institute reserves its right to accept or reject any or all the offers without assigning any reason whatsoever and in case all the offers are rejected, either to hold negotiations with any of the bidders/ tenderers or sell the lots through private negotiations with any of the bidders/ tenderers or any other party/parties. The Institute's decision in this behalf shall be final.
- 11. The offer submitted at e-procurement portal will only be considered.
- **12.** In case of any dispute arising as to the validity of the tender, amount of bid or as to the eligibility of the bidder, authorization of the person representing the bidder, the interpretation, resale the decision of the Institute will be final.
- **13.** Tenders with conditional offers may be treated as invalid. Likewise, correspondence about any change in the offers will not be entertained. If any Tenderer wishes to give a fresh offer on or before the last date prescribed for submission of the Tenders in the concerned advertisement, he may submit a fresh Tender with appropriate Tender fees.
- 14. The sale certificate, if needed shall be issued in the name against which the tender is submitted.
- **15.** The bids will be opened by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 16. The bidders should submit the Price Bid and filled in the blank spaces provided for mentioning the name of bidder and rates (in two separate columns meant for Basic Rate and applicable % of GST). MOREOVER, IF ANY BIDDING FIRM QUOTES LESS THAN APPLICABLE % OF GST, ITS BID WILL BE DISQUALIFIED. Bidders need not modify any other text or replace it with any other copy of same Price Bid format. The prices quoted should be firm till the delivery is completed. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.
- **17.** The highest quoting bid will be accepted for award of tender subject to the condition that tenderers are fulfilling the eligibility criteria as mentioned in the tender document. Lot shall not be sold below the reserve price. However, the offer found near the reserve price may be considered as per decision of the committee constituted for the purpose.
- 18. In case the highest quoting bidder is not able to deposit the 100% of quoted amount within 10 working days the same will be offered to next highest quoting bidder (second highest quoting i.e. H2 firm) at the rate quoted by highest bidder (H1).
- **19.** Cartel Formation and Quoting Prices in Pool-Tenderers may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and their offers shall also not be considered for award of any contract for the next two years.

- **20.** The firm has to give self-declaration as per ANNEXURE-3 that there is no vigilance/CBI /FEMA case pending against the firm/supplier.
- **21.** At any time prior to the date of submission of bid, Dean Infra, IITR, may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders/ tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. The Dean Infra, IITR, may at his discretion, extends the date and time for submission of bids.
- 22. The tendered rates and the validity of bids shall be for a minimum period of 90 days from the date of Bid Opening.
- **23.** The Tenderers are advised to submit the ANNEXURE-4 along with other desired enclosures necessarily to ensure the eligibility criteria. Hard copies of all enclosures should reach to THE INSTITUTE ENGINEER, IWD OFFICE, INDIAN INSTITUTE OF TECHNOLOGY ROORKEE-247667 within the stipulated date and time.
- 24. IITR reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
- **25.** The Director, IITR. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
- 26. Tendered quantity is indicative only however quantity to be lifted by highest bidder on actual measurement basis.
- 27. Tendered quantity may be decreased or increased concerned agency has to be quoted accordingly.
- **28.** It is advised to all bidders, please quote the tender after thoroughly physical visit at site and fully cautious condition because later stage no any excuse will be entertained that "we have loss so unable to take all items".
- **29.** 25% of estimated cost will be released after full & final settlement of successful bidder. Unsuccessful bidder's reserve amount may be released after awarding the contract to successful bidder
- **30.** It will be mandatory for the bidders to dispose/use the material in an environment-friendly manner and without causing any harm to the environment (as per the notification of the Ministry of Environment, Forest and Climate Change, Government of India, March 28, 2016, New Delhi).
- **31.** Dispute clause: Any dispute related to the enquiry shall be subject to the jurisdiction of the court at ROORKEE only.

#### 32. Resolution of Disputes & Arbitration

If any dispute which may arise with respect to any term and condition or with respect to the interpretation of any term and condition of the Purchase Order/Work Order, which may be issued to the qualified and successful tenderer subsequently, the same shall be settled strictly in accordance with and in compliance of the Arbitration procedure which is mentioned descriptively as below: If any dispute arises out of the interpretation of any clause of this Purchase Order/Work Order/Tender Document or with respect to any other matter connected with or arising out of any work/service/supply to be done or completed pursuant to this Purchase Order/Work Order/Tender Document, 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 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 the 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 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 disputes or any of the unsettled disputes 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 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 / Tender Document, 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 Page 31 of 48 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.

# **Undertaking**

(Notarized on non-Judicial stamp paper of Rs. 100/-)

Name	of the	address	of the	bidder: -	 	 	 	
NIT	No: -	•••••		•••••	 	 	 	
Name	of the	e work:			 	 	 	
Due	Date:				 	 	 	

I/We have read and examined the Tender document for the work. I/We hereby submit bid for the execution of the workspecified for the Institute within the time specified in NIT of quantities and in accordance with the specifications, designs, drawing and instructions in writing referred to the conditions of contract and with such materials as are provided for, by, and in respect of accordance with such conditions so far as applicable.

I/We agree to keep the Bid open for ninety (90) days from the due date of its opening and not to make any modification its terms and conditions.

Earnest Money as mentioned in the critical data sheet is hereby forwarded in Bankers' Cheque / Demand Draft / FixedDeposit Receipt issued by scheduled bank. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in NIT. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-Tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another bidder on back to back basis. Further that, if such a violation comes to the notice of owner, then I/we shall be debarred for tendering inIWD, IIT Roorkee in future forever. Also, if such a violation comes to the notice of owner before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We hereby declare that I/We have no near relative connection by marriage to any staff of the

Institute. The information given in the tender form is correct and best of my knowledge.

Dated:

Signature of Bidder

Postal Address

Occupation:

Witness:

## ANNEXURE-3

## DECLARATION REGARDING CLEAN TRACK BY BIDDER

### (on Company's / Firm's letterhead)

Date: .....

The Institute Engineer,

Institute Works Department,

Indian Institute of Technology Roorkee

Roorkee- 247 667

Sir,

Tender No.: ...... Dated ........ Dated ..... for Auction / sell of old goods / non-usable / unserviceable materials / damaged items lying Central Store, IIT Roorkee on "As is where is basis and on no complain basis".

I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document. I/we hereby declare that my company / firm is not currently debarred / blacklisted or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. In addition to this there is no vigilance/CBI /FEMA case pending against the firm/company. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Vigilance/CBI /FEMA case pending	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

## **ANNEXURE-4**

## LIST OF DOCUMENTS ENCLOSED

# (on Company's / Firm's letterhead)

Date: .....

The Institute Engineer,

Institute Works Department,

Indian Institute of Technology Roorkee

Roorkee-247 667

Sir,

Tender No.: ...... Dated ...... for Auction / sell of old goods / non-usable / unserviceable materials / damaged items lying Central Store, IIT Roorkee on "As is where is basis and on no complain basis". I/we are enclosing following documents: 1. Registration Certificate issued by CPCB/SPCB (optional) YES / NO

1. Registration Certificate issued by CPCB/SPCB. (optional)	IES/NO		
2. Documents regarding the existence and registration of the firm OR			
Letter of incorporation.			
3. Qualifying Information (Annexure-1).	YES / NO		
4. Notarized undertaking Rs.100 non-judicial stamp paper as per the NIT(Annexure-2).	YES / NO		
5. Tender fee of Rs.1000.00 (Non-refundable), & EMD @ Rs. 25,500.00 in			
the form of RTGS/NEFT transfer to IIT Roorkee			
6. GST registration certificate	YES / NO		
7. PAN Card	YES / NO		
8. Declaration regarding Clean Track Record (Annexure – 3)	YES / NO		

Yours faithfully

(Signature of the Bidder)