

Inter University Accelerator Centre
(An Autonomous Centre of University Grants
Commission)
Aruna Asaf Ali Marg, New Delhi- 110067

NOTICE INVITING E-TENDER

IUAC/NIT/03/UK/2022-23

Dated: 18/05/2022

Inter-University Accelerator Centre (IUAC), invites online bids on behalf of Director, IUAC through E-Procurement Portal under two bid system, viz. Technical and Financial bids, from eligible and experienced parties for the work / supply of **“Manpower Supply (Skilled and Unskilled)”** at IUAC office, New Delhi- 110067.

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> and www.iuac.res.in

Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderer' s/Contractor's are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Director, IUAC reserves the right to accept / reject any/all tenders in part/full without assigning any reasons thereof.

Bidder has to select the payment option as “online” to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html> . The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bidders registered with MSME/ NSIC are exempted from payments of EMD and are required to submit Bid Securing Declaration Form. Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website <https://eprocure.gov.in/eprocure/app> along with technical bid.

Bidders are requested to note that they should necessarily submit their financial bids in

the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled and submit it online without modifying the format. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Any Corrigendum/Amendments in respect of above tender shall be issued on IUAC website www.iuac.res.in and website <https://eprocure.gov.in> only. Bidders should take into account any corrigendum published on the tender document and in case any clarifications needed, they make contact Administrative Officer (S&P)/Estate, before submitting their bids.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. REGISTRATION PROCESS ON CPP PORTAL

- 1** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
Bidder who registered already may skip the registration process and login to site through their user ID/Password
- 2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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 / nCode / eMudhra/ Nic etc.), with their profile.
- 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 DSC’s to others which may lead to misuse.
- 6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 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** 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.

- 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. PREPARATION OF BIDS

- 1 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 content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3 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, GST Certificate etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” 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.

Note: Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4. SUBMISSION OF BIDS

1. The tender documents are available on our website www.iuac.res.in & www.eprocure.gov.in.
2. Tender documents may be downloaded from IUAC’s website www.iuac.res.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
3. The tender shall be submitted online in two parts, viz., Technical bid and Financial (price Bid)bid.
4. The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter
5. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.

6. 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.
7. Bidder should log into the site well in advance for bid submission so that they can 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.
8. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
9. Bidders are requested to note that they should necessarily submit their financial (price Bid) bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. 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.
10. 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.
11. 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
12. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
13. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid

Submission” in the portal), 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.

14. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
15. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
16. The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
17. Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.
18. Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted him of the nature, scope and specifications of the items to be followed.
19. The tenderer shall submit all documents after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.
20. Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the board of director /director / manufacture/ firm owner /their authorized agents through a resolution/ authority letter. Copy of the resolution/ authority letter in favor of the person signing must accompany the tender.
21. Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

22. Code of Integrity for Public Procurement

IUAC requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive Practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.

5. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 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 Help desk. The contact number for the help desk is 1800 3070 2232.

(Seal & Signature of bidder/tenderer)

**SPECIAL INSTRUCTIONS TO BIDDERS
FOR REGISTRATION WITH
COMPETENT AUTHORITY**

Bidders Registration

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- 2) **“Bidder”** for the purpose of this tender (including) the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.

- 3) **“Bidder from a country which shares a land border with India”** for the purpose of this tender means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- i) **“The Beneficial owner”** for the purpose of (3) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall including identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain Of control or ownership.
- 4) **“Agent”** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

- 5) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

***Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:**

Certificate for Tenders involving procurement

“I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contracting from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]”

Certificate for Tenders for Works involving possibility of subcontracting

“I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contracting from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]”

(Seal & Signature of bidder/bidde

**Inter University Accelerator Centre
New Delhi**

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NOTICE INVITING E-TENDER NO. IUAC/NIT/03/UK/2022-233

Name of Work	: Manpower Supply at IUAC Campus
Estimated Amount	: Rs. 1,20,00,000/- (Rs. One Crore Twenty Lakhs Only)
Earnest Money Deposit	Rs. 2,40,000 (Rupees two lakhs forty thousand only)
Last Date of Submission of Tender	: At 08/06/2022 03:00 PM
Date and Time for opening of Tender (Technical bid - Part-A)	: At 09/06/2022 03:30 PM
Date and Time for opening of Tender (Price Bid - Part-B)	: Shall be intimated later on to the qualified bidders
Contact Person	: Administrative Officer (S&P)/ Administrative Officer (Estate) E_mail : iuacstores@gmail.com iuacstate@gmail.com Phone Nos. 24126018 / 24126022 (Ext. 205)

General Instructions to Bidders (Section-I)

1. Submission of Tender: Tenders should be uploaded in two Parts separately, i.e. **"Technical bid" (Part-A)** and **"Price bid" (Part-B)**.
2. **Technical Bid Part(A):** i) In this bid, the bidder should submit his company profile, organizational setup, credentials, list of plant, machinery & tools in his possession, copies of work orders successfully executed during last five years, copy of income tax clearance certificate and earnest money deposit. No deviations in respect of NIT conditions are acceptable, The bidders are required to attach entire NIT (except for the price bid part) duly signed & stamped as a token acceptance to NIT conditions with this bid. Tenders with unsigned documents will be rejected.
3. **The following specific conditions are essential for pre-qualification:**

(i) Minimum Eligibility Criteria: Following documents to be provided by the tenderer.

Sr. No	Criterion	Documents to be provided
1	The entity should be either registered as a company under Companies Act 1956/2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence for not less than five years as on 31-03-2022 as a company or firm as the case may be. Bids of sole proprietorship firms and those firms which are not in existence for 5 years as mentioned above shall not be considered at all.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a Partnership Deed duly registered under the Partnership Act. i. Certificate of Commencement of business ii. Certificate consequent to change of name, if applicable.
2	The agency should be registered with the appropriate registration authority for providing Manpower Services and should have its registered/Liason office in Delhi. A copy of the registration shall be attached with the bid..	Copy of the registration shall be attached along with self Attested copy of Telephone Bill /Electricity Bill/Registered Lease Deed supporting the address at Delhi/New Delhi or in National Capital Region.
3	Bidder should have a minimum turnover of Rs. One crore each in last three years exclusively from Manpower Services. For this purpose last financial year would be considered as the one ended on 31.03.2022 and not any later period.	Turnover Certificate issued by the statutory auditor of the company, for Manpower Services.

4	<p>Bidder should have provided similar services to at least Five Government clients viz. PSU/Banks/Central and State Government Department, Autonomous Bodies during last five years. Experience in other private institutions / organisations as also experience in other areas of work will not be considered.</p>	<p>Certified documents/Agreements in support of past contracts with Govt/PSU/Other government establishments.</p>
5.	<p>Experience of having successfully completed similar work in Government clients viz. PSU/Banks/Central and State Government Department, Autonomous Bodies during at least any one of the last five years should be either of the following:</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.</p> <p>Or</p> <p>Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.</p> <p>Or</p> <p>One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>NOTE 2: “Similar work” means supply of Skilled and Unskilled Manpower.</p>	<p>(i) Certified document of work order</p> <p>(ii) Completion Certificate from the client</p>
6.	<p>Bidder should be registered with Income Tax and GST</p>	<p>i. Self Attested copy of PAN Card</p> <p>ii. Self Attested copy of GST registration certificate in respect of providing Manpower Services.</p>

7.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts and Labour authorities including under the Contract Labour (Regulation and Abolition Act.)	i. Attested copy of the Employee Provident Fund registration letter/certificate. ii. Self Attested copy of the Registration under the Contract Labour(Regulation & Abolition Act.) Attested copy of the Employee State Insurance registration letter/certificate.
8.	The agency or any of its partners/directors etc should not have been black listed/ debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws and regulations.	Self- Declaration in the format in Annexure-II
9.	ITR forms	Copies of the ITR forms for the last three financial years

(ii) Tender Acceptance letter on Company's Letter Head duly signed & stamped by the bidder as acceptance of all the terms & conditions of tender as per Annexure.

(iii) Profile of the bidder on letterhead as per Annexure

(iv) Bid Security Declaration by MSME as per Annexure

(v) Entire NIT (except price bid) duly signed & stamped by the bidder.

(vi) An undertaking as per annexure -II (for not been blacklisted by any authority/organization).

(vii) Solvency Certificate for Rs. 1 Crore to be submitted

(viii) Check list for Pre-qualification Bid as per format

(viii) Agencies who have provided Manpower Services to IUAC at any time for less than one year are not be eligible to apply.

Technical bids which are not conforming to the technical specification will be disqualified

4. Bid opening and evaluation:

- i) The technical bid (Part-A) will be opened online on the CPP portal
- (ii) The technical bids will be evaluated as per the eligibility criteria mentioned in clause 2 & 3 above. Price bids (Part-B) of only the technically qualified bidders will be opened online for evaluation on CPP portal.

Clarification of Bids and shortfall documents

- i) During the evaluation of Techno commercial/Technical/Financial Bids, Indenter on behalf of IUAC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- (ii) If discrepancies exist between the uploaded scanned copies and the originals submitted by the bidder, the original copy's text shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- (iii) IUAC reserves its right to, but without any obligation to do so, to seek any shortfall information/documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

5. Price Bid (Part B):

- (i) In this bid, the bidder is required to quote their prices as per Price Bid. The rates for Sl. No.1 to 7 in Price Bid (Man power monthly charges) to be taken into consideration as per prevailing applicable minimum wages by the Labour Department of NCT Delhi Govt. applicable as on 01-10-2021 and from Sr. No. 8 to 12 wages fixed by IUAC. However, in case of any revision of minimum wages by the Labour Department of NCT Delhi Govt. during the contract period, the difference will be reimbursed by IUAC.
- (ii) All rates should be written clearly without any overwriting and duly signed and stamped. Service charges should be quoted in lump sum on item 17 of price bid. To avoid any kind of malpractice in the payment of salary/wages, the bidder should quote "Service Charges" in conformity with the govt/statutory laws/by laws/regulation keeping in view the charges for the uniforms and other statutory deduction from the monthly bill.

- (iii) **Quoting unduly lower rate of Service Charge:** The contractor has to quote minimum service charge that takes care of TDS, Supervision, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. Financial bids quoting “Nil” consideration or “Zero percent or its derivatives upto 0.9999 percent and thereof” as service charge shall be rejected summarily. (As per Order No.29(1)/2014-PPD dated 28th January 2014 of Ministry of Finance).
- (iv) The Centre has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.
- (v) **Decision on reasonability of rates:**
 - (i) IUAC reserves right to take a view on the reasonability of the amount of all rates and Overhead & profit charges. The decision of the Centre in this regard shall be final and binding. No representation will be entertained and replied to.
 - (ii) If the Centre considers that the rates quoted by the bidder is not feasible, such tender shall be treated as non-responsive and the tender with the next higher rate shall be evaluated and this process will be iterated till a tender with reasonable rates is found and the work will be awarded to such bidder only.

6. Earnest Money Deposit:

Bidder has to select the payment option as “online” to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html> . The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bid Security shall be refunded to the un-successful bidders on award of tender and to successful bidders on receipt of Performance Security. EMD is the mandatory requirement however the MSMEs/NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) subject to conditions given below:

- i) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME’s Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME’s certificate matches with the nature of the services and goods/items to be supplied as per Tender.
- ii) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iii) The MSMEs who have applied for registration or renewal of registration with any of the authorized agencies/ bodies, but have not obtained the valid certificate as on close

date of the tender, are not eligible for exemption / preference.

iv) MSME is required to submit Bid Securing Declaration form Annexure-VI

7. **Validity of Tender:** Bid shall be valid for our acceptance without any change in rates and NIT conditions for a period of 120 days from the date of opening of price bid.
8. **Escalation:** Contractor will be given actual reimbursement of the increased wages paid to his workers as per Govt of Delhi notification from time to time. Other than the above, no escalation shall be paid during the execution of contract period.
9. **Scope of Work :** Detailed scope of work , terms and conditions, specifications etc. are enclosed with this NIT as per Annexure -I.
10. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Bids should be unconditional. Conditional Bids shall be rejected out rightly.
11. **Director IUAC, reserves the right** to reject any or all the Bids in full or in part without assigning any reasons whatsoever, and does not bind himself to accept himself to accept the lowest bidder. The decision of IUAC in this regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected.

The Notice inviting tender will form part of the contract agreement to be executed by the successful bidder with the IUAC on a stamp paper of Rs.100/-

GENERAL TERMS & CONDITIONS (Section-II)

1. The Bidder submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

2. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IUAC may renew/extend the contract to such further period (s), as it may deem proper and in any case not exceeding three years from the date of commencement of work, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

3. **Performance Security:** On award of work, the contractor shall furnish a performance Security in the form of FDR/ bank guarantee equivalent to 10% of total contract valid for a period of sixty days beyond the date of completion of contractual obligations of the supplier including warranty obligations.
 - a) The Performance Security should be furnished within 15 days of receipt of letter of intent.
 - b) The performance bank guarantee shall be encashed to the extent of any financial liabilities, which the service provider owes to the IUAC for violation of any terms and conditions of the contract. If the financial liabilities are more than the performance bank guarantee, the service provider shall be legally bound to pay the balance liability within 15 days with 10% interest, from the date of issuance of notice demand by the IUAC.
 - c) Failure to furnish performance security within 15 days of receipt of letter of intent shall lead to cancellation of award of contract, and any other action as per terms and conditions of this tender document, and provisions of the relevant Act/rules regarding future debarment from public procurement/tender process etc.
 - d) Failure to adhere to the period of commencement of services shall lead to the forfeiture of the performance security. However, on a request made by the service provider, the date of commencement of services may be extended at the discretion of IUAC.
 - e) In the case of extension of contract after the first year, fresh performance security for the new contract has to be submitted for the contract value.

4. **Labour Laws:** The contractor will follow all labour laws / acts of Central Govt.,
5. Local Govt. applicable from time to time. The contractor shall abide by all the rules and regulations related to minimum wages, labour laws, accident, workmen compensation act, workmen insurance, ESI, PF etc. The contractor shall ensure compliance of all statutory requirements including Payment of Bonus Act, Gratuity Act etc. This will be the sole responsibility of the contractor. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the contractor, under no circumstances IUAC will be liable for the same. He will obtain necessary Labour licence required for engaging manpower at site. It will be solely contractor's responsibility to face any consequences arising out of non compliance of various labour laws.
6. **Labour Safety:** Contractor shall undertake all necessary safety precautions. In case of injury to any person, contractor shall always have the arrangement to take him to hospital for treatment at his own cost in addition to first aid box always available at site. Contractor will be fully responsible for any repercussions which may arise as a result of any violation of safety norms on his part. All the employees of the contractor will have to be covered under insurance against any personal accident and IUAC will not be liable for payment of any compensation on that account.
7. **Minimum Wages:** The monthly wages to be paid to the personnel, shall never be less than the minimum wages decided by the labour department of Govt. of Delhi from time to time and wages decided by IUAC in addition to benefits like EPF/ESI calculated on total monthly wages (not on any part of wage). If the manpower is placed with minimum wages, any revision in wage by Labour Department of Govt. of Delhi, the difference shall be paid on submission of paid wage sheet.
8. **Monthly Wages:** The contractor will disburse monthly wages in the saving account of his workers latest by 7th day of each month and no amount shall be deducted from the wages of the workmen by way of the commission. The wages should always be paid through ONLINE bank transfer directly to the worker's bank account viz. RTGS/NEFT. In case delay of payment beyond 7th of each month penalty @ Rs.1,000/-(Rupees one thousand only) per day will be deducted from monthly bill of the contractor. However, IUAC reserves the right to make payment of wages to contractor's persons directly in the event of receipt of any complaint from his person(s) regarding delayed payment or non-payment of wages and recover the amount so paid along with 10% overheads in addition to the penalty as mentioned above from the contractor's bill. Delay in making monthly wages to his staff working at IUAC will be considered as disqualification on contractor's part and this will lead to termination of the contract. In such a case, IUAC's decision will be final.
9. **EPF/ESI/BONUS:** EPF and ESI numbers of manpower deployed at site by the contractor should be furnished to IUAC along with the documentary evidence. EPF statement of all the manpower deployed by the contractor should be submitted to IUAC periodically or as and when asked for. Original ESI cards of employees should be shown to IUAC for verification and photocopies of the same to be

submitted. On expiry of contract, contractor has to submit the clearance certificate from all the manpower deployed by him indicating no dues towards wages, EPF settlement etc. Contractor has to sign the EPF settlement papers for the people who leave the organization while working at IUAC and also after completion of the contract in our presence in case of a complaint. or a dispute between contractor and his workmen. Bonus will be disbursed by the contractor to his workers deployed at IUAC as per Bonus Act and the same will be reimbursed by IUAC.

10. Terms of Payment:

- (i) The Contractor will be responsible for making the payment of wages directly to its workers by 7th working day of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc.
- (ii) The Contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details/ECS statement with individual bank A/c numbers duly certified by the bank, to the IUAC with the bill for verification.
- (iii) The bill should be duly supported by the attendance of House Keeping staff, EPF/ESI Deposit Statement with individual EPF/ESI numbers and bill/challan towards cleaning material supplied during the month. In the absence of above supportive documents the bill will not be processed for payment.
- (iv) Amount towards mandatory requirements such as EPF, ESI & GST shall be paid only on submission of the relevant self attested authenticated documents. It is mandatory for the contractor to submit the employees wage bill along with EPF & ESI receipts, ECS statement, paid wages(online fund transfer) sheet duly signed by employees.
- (v) The contractor would be required to ensure the payment of its workers by 7th working day of every month and there should be no linkage between this payment and settlement of the contractor's periodical/pending bill(s).
- (vi) The contractor should arrange to deposit the wages of his workers in to their respective bank accounts through ECS and tender a copy of the ECS statement with individual names and A/c Nos to the Centre as proof of payment of wages failing which the bill of the current month will not be paid. The contractor shall facilitate his workers in opening bank accounts. Under no circumstances, payment of wages in cash shall be made.

Liquidated damages:

11. In case the man power not deployed within seven calendar days of requirement or replacement of existing manpower or filling the vacancy created by resignation of existing manpower, then Liquidated damages of Rs 500/- per day per person will be deducted, and if there is a considerable delay by more than 15 days then IUAC reserve the right to cancel the contract.

12. Working hours: IUAC works on 24hrs, 7days a week & 365 days a year. But the

labs / workshop generally functions on five days a week basis. Normal working time will be from 9.00 am to 5.30 pm. However, the persons deployed by the contractor, should be ready to work on Saturdays & also in shifts with one weekly off, for which no additional compensation be allowed. Following Holidays will be applicable to the manpower under the contract:-

- a) 3 National Holidays (Republic Day, Independence Day & Gandhi Jayanti)
- b) In addition to the above, any special mandatory holidays as declared by Govt. of India / Govt. of Delhi (applicable for site labour) and notified by IUAC, from time to time, should also be given to the manpower.

13. Each workman will have to attend his duty regularly. In case of absence of any worker, deduction will be made from the contractor's bill at the rate of daily wages of the worker. If a workman is absent for more than five (5) working days, the contractor should immediately make alternative arrangement by bringing additional manpower, failing which a penalty of Rs.500/- per day per absent workman will be charged from the contractor's monthly bill.
14. Engagement of workers will be done in consultation with IUAC concerned official in order to adjust the suitability of worker before deputing at site. Frequent change of workers is not allowed, if the services of the worker are found satisfactory by IUAC. Any changes should be done with consultation and approval of the Administrative Officer (Estate).
15. All the employees will have to be covered under insurance against any personal accident by the contractor and IUAC will not be liable for payment of any compensation on that account.
16. If any employee or worker of the contractor appears to be negligent in his duties or incompetent or behaving in an improperly manner, such person shall be immediately removed by the contractor on the request of the concerned IUAC personnel and suitable replacement shall be provided at the earliest.
17. All the persons deployed by the contractor at IUAC site will have to carry valid gate passes, which will be only issued after submission of their bio-data in desired format. Any negligence/offence on their part will attract immediate removal from site.
18. **Uniform & Safety Shoes:** The contractor should provide two pairs of stitched uniform and one pair of black safety shoes with steel toe cap of Liberty make Art. No. 7198-01 or equivalent in BATA/Action make only including two pairs of socks to technical staff, drivers and cooks deployed at IUAC. Safety shoes shall be given to Sr. Tradesman, Technicians & helpers only or as per IUAC's notification from time to time. No other employee other than Sr. Tradesman, technicians & helpers will be provided safety shoes. Payment for uniforms and safety shoes shall be reimbursed by IUAC to the contractor, as per actual, only after the issuance of these items to contractor's workers by the contractor. Charges for these items should be provided in "charges for safety shoes, uniform etc" column of BOQ in Annexure-III. The quality / colour of the fabric of uniform and make/model of shoes shall be got approved by IUAC before procurement and issuance of the same. In the event of extension of the contract after first year, fresh pair of uniforms (2pairs) and safety shoes (1 pair) to be

provided to his employees (Sr. tradesman, technician, drivers and cooks) deployed at IUAC.

19. Successful Bidder has to submit Police verification report of all the employees deployed at IUAC site.
20. Neither any material belonging to the contractor, consumable or non consumable, should be brought inside the IUAC campus without proper entry at the Main gate nor any material should be taken out without proper gate pass issued by the centre.
21. Tender once submitted will remain with the centre and never been returned to the bidders.
22. **Termination of Contract:-** The Director, IUAC reserves the right to terminate the contract on account of failure to mobilize man-power at site within 10 days, poor workman-ship, on- compliance of set norms/ specifications for the works, delay in progress of work, violation of any contract provisions by the contractor. In such cases, the Bank Guarantee equivalent to one month's contract value will be hold with IUAC.
23. The IUAC reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days, where feasible. The requirement of giving notice of 15 days will be dispensed with if the circumstances so warrants. The contractor will have to serve a notice of three months, if he wishes to terminate the contract.
24. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, pandemic like situation etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
25. The Agency shall not assign, transfer, pledge or subcontract the services included in the awarded Tender, without the prior written consent of the Centre.
26. All disputes or difference whatsoever arising between the parties out of it or relating to means, operation of this contract or the breach thereof shall be settled by mutual consultations, failing which, shall be referred to sole Arbitration or an Arbitrator to be appointed by the Director, IUAC. The award of the Arbitration shall be final and binding on the parties as per the terms and conditions of the agreement executed on the award of contract. The Arbitrator proceeding shall be conducted in Delhi.
27. Manpower deployed by the contractor at IUAC site for carrying out contracted works is strictly prohibited being associated with any other works on the campus.
28. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the contractor will be under an obligation to change the worker concerned when instructed by IUAC authority.

29. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The IUAC will not have any responsibility with regard to staff on the role of the contractor whatsoever.
30. The workers engaged by the Contractor shall not be the unauthorized occupants or residents of the IUAC Land and/or Centre premises.
31. In case of any injury to the contractor's person at IUAC campus, due to any reason, the contractor shall be responsible for taking the person to the hospital/nursing home/dispensary for treatment at his own cost. If in the case of emergency IUAC vehicle is used, IUAC incurs any expenditure on the treatment of the person, the contractor will be suitably charged for the same.

Dispute Resolution:

32. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, IUAC, New Delhi.
33. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended `from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. Arbitration proceedings will be held at Delhi/New Delhi only.

Correspondence:

34. All the correspondence in respect of tender / contractual obligation shall be made to The Administrative Officer (S&P)/ A.O.(Estate) Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi - 110067. E-mail iuacstores@gmail.com, iuacestate@gmail.com Phone : +91-11-24126018, 24126022

Jurisdiction of Court:

35. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Accepted

(Signature of Bidder)

**Note:- Entire NIT (except price bid) is to be attached with 'Technical bid (Part-A)'
duly signed & stamped by the bidder**

SCOPE OF WORK

Inter-University Accelerator Centre, an autonomous institute of University Grants Commission, is having various Workshops, Laboratories and Plants, situated in IUAC Campus, where there are requirements of contractual skilled and unskilled manpower to carry out the task as per their trade training and also as per the instruction of IUAC staff. The contractor will have to supply the required number of suitable, medically fit manpower at IUAC within seven days of release of purchase order in the following areas :

Man Power Requirement : (The number of persons required in each category is tentative)

1. **Senior Tradesman** :

Qualification and Experience : Diploma in Mechanical / Electronics/ with 4years of experience in the machine-shop / designing and drafting / Electronics Lab or ITI in Machinist / Welder / Fitter / Electronics with 10 years of relevant experience in the industry.

2. **Technician** :

Qualification and Experience for workshop: ITI Machinist/ Turner having minimum 4 years of experience from industry or state/central govt. organisation in machining of precision components of SS304, Brass, copper and all other non-metals; as per the available drawings

Qualification and Experience for Welding shop: ITI welder having minimum 4 years of industry or state/central govt. organisation experience in arc welding, TIG welding and brazing. Priority will be given to the qualified X-ray/NDT test welder.

Qualification and Experience for cryogenic plant : ITI machinist / fitter / electronics/ plant operator having minimum 4 years of experience from industry or state/central govt. organisation of operating a process plant and should be familiar with pressure, vacuum, compressed air etc.

Qualification and Experience for Target Lab : ITI Fitter/lab assistant having minimum 4 years of relevant experience of any reputed organisation.

Qualification and experience for the Surface preparation and EBW: ITI machinist / fitter/ lab chemist having minimum 4 years of experience in handling scientific equipments/Chemical process plants or industry or state/central govt. organisation.

Qualification and Experience for LINAC : ITI machinist/Fitter/ electronic mechanic having minimum 4 years of experience in mechanical workshop/handling scientific equipments / process plants/ industry or state/central govt. organization.

Qualification and Experience for electronics lab: ITI electronic mechanic having minimum 4 years of experience from industry or state/central govt. organization the candidate should be able do testing of the electronics circuits, soldering and fault finding.

Qualification and Experience for Vacuum lab: ITI /fitter/ electronic mechanic having minimum 4 years of experience from industry or state/central govt. organization in the assembly the line, maintenance or fitting and the candidate should have knowledge of handling vacuum equipments .

Qualification and Experience for Magnet Lab: ITI electronic mechanic having minimum 4 years of industry or state/central govt. organisation experience and the candidate should be able do testing of the electronics circuits, soldering and fault finding..

Qualification and Experience required for other labs: ITI machinist /electronics /fitter / turner having minimum 4yrs work experience in industry or state/central govt. organization.

3. Account Assistant:

Qualification: Bachelor in Commerce with 5 year experience in Account section in reputed institute or company

4. Assistant:

Qualification: Graduate with 5 year experience in Accounts/Administration/S&P section in reputed institute or company

5. Attendant:

Qualification: 10th with 3 years experience

6. Helper :

- Qualification : VIIIth Pass

7. Driver :

Qualification and Experience :

- Xth Pass
- Possessing a valid License for heavy vehicles for three years
- Knowledge of Motor Mechanism
- Experience of driving a motor vehicle with LMV/HMV for at least three years

8. Data Entry Operator

Qualification and Experience :

- Should be at least Graduate and have typing speed of minimum 40 words per minute in English
- Should be conversant with the working of the computer and should necessarily have knowledge of MS word, LAN functions, MS Excel and MS power point.

9. Multi tasking person

Qualification and Experience : Xth Pass

10. COOK

Experience : 3 – 5 Years

TECHNICAL BID (PART-A)

1. The Company : _____

a) Name : _____

b) Regd. Address: _____

c) Address of Office at Delhi/NCR: _____

Contact Person's: i) Name & Designation: _____

ii) Tel No. Landline/Mobile:

iii) Email ID:

2. Type of Firm :
(Partnership//PSU etc)

3. Month & Year of Establishment:

4. PAN Number:

5. TIN Number:
(Please enclose attested photocopy)

6. Goods & Service Tax Reg. Number:
(Please enclose self attested photocopy)

7. EPF Reg. Number:

8. ESI Reg Number:
(Please enclose self attested photocopy)

9. Infrastructure details:

Workforce (Nos):

Tools/machines:

Vacuum cleaners:

(Please enclose the list giving employee-wise name, EPF /ESI/UAN numbers)

10 . Bidder is required to furnish all the documents as per Sr. No.3 of Instructions to Bidders (Section -1) failing which bid will not be considered.

Signature of authorized signatory

Seal:

Name:

Designation:

(ANNEXURE-III)

PRICE BID / BOQ Format (Part B)

Schedule of Rates for required Manpower

Part A (Rates of wages as per minimum wages)

S.No.	Manpower	Category	Monthly wages per person (Rs.) (A)	No. of Persons* (B)	Total Amount permonth (Rs.) (C) = A x B
A. Wages as per labour department, Govt. of Delhi					
1	Senior Tradesman	High Skilled	21184	1	21184
2	Technician	High Skilled	21184	5	105920
3	Technician	Skilled	19473	18	350514
4	Technician	Un- Skilled	16064	2	32128
5	Data Entry Operator	Skilled	19473	1	19473
6	Multi tasking Person	Skilled	19473	2	38946
7	Driver	Skilled	19473	2	38946
Part B. Rate of wages decided by IUAC					
8	Account Assistant	High Skilled	37880 (Fixed)	1	37880
9	Assistant	High Skilled	32100 (Fixed)	1	32100
10	Attendant	Skilled	25000 (Fixed)	1	25000
11	Helper	Un- Skilled	16064+5000 fixed for split duty allowance	1	21064
12	Cook	Skilled	19473+5000 fixed for split	2	48946

			duty allowance		
Rates for the above workers will be considered for revision from time to time depending upon the performance and continuation of service.					
13	Sub Total (1+2+3+4+5+6+7+8+9+10+11+12)			772101	
14	Charges towards EPF Amount (12%+1% Admin. charges on item # 1 to 12 (Max on Rs 15,000/-)			72150	
15	Charges towards ESI Amount (3.25%) on item # 1 to 12			17388	
16	Total (13+14+15)			861639	
17	Agency Charges per month (lump sum) (should be inclusive of overheads, profits, service charges etc.)				
18	Charges for 30 (thirty) Pairs of Uniforms as per clause # 18 of General Terms and Conditions of NIT (Per annum)				
19	Charges for 26 (twenty seven) pairs of Safety shoes (along with two pairs of socks for each person) as per clause # 18 of General Terms and conditions of NIT (per annum)				
20	Grand Total (16+17+18+19)				
21	GST will be extra as applicable.				

Note :

- *The number of persons required in each category is tentative
- The wages considered in S.No.1 to 07 of the above table are based on the prevailing minimum wages fixed by the labour department, Govt. of Delhi applicable as on 11.11.2021 wide its order # 12(42)/02/MW/VIII/PART FILE /4456 dated 11.11.2021. Any revision in wages etc. by Labour Department of Govt. of Delhi, the difference shall be paid on submission of paid wage sheet. No other charges would be payable by IUAC. The wages for Sr. No. 8 to 12 are decided by IUAC on the basis of minimum wages and other conditions.
- Bidder is required to QUOTE the amount only at S.N.# 17 to 19 in the above table.
- GST & Labour Cess etc. will be paid extra to contractor as per Govt. norms after submission of actual documentary evidence of depositing the same to Govt.
- Uniforms to be given to only Sr. draftsman, technician, drivers and cook only deployed by the contractor at IUAC.
Safety shoes shall be given to Sr. Tradesman, Technicians & helpers only or as per IUAC's notification from time to time.
- Payment for uniforms and safety shoes shall be reimbursed by IUAC to the contractor, as per actual, only after the issuance of these items to contractor's workers by the contractor.
- Contractor may disburse the bonus to its workers as per Govt. Bonus act. after getting the approval of IUAC. Reimbursement will be done as per actual after disbursement of the same.

- There would be no increase in rates during the contract period except provision under the terms & conditions.
- Grand total at Sr. # 20 will be taken as reference for comparing the price bids.
- No entry should be left blank.
- If there is any mistake in totalling, the unit rates will be taken as the base for recalculation.
- The bid will be rejected if the bidder does not apply for all the categories of manpower and items in BOQ.

Declaration by the Bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

ANNEXURE IV

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

Date: _____

The Administrative Officer (S&P)
Inter-University Accelerator Centre
Aruna Asaf Ali Marg
New Delhi-110 067.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____
Name of Tender / Work: _____

Dear Sir,

1. We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. We hereby certify that we have read the entire terms and conditions of the tender documents from Page No. 01 to 33 (including all documents like annexure(s), schedule(s), etc ., which form part of the contract agreement and we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Seal and Signature of the
Contractor

ANNEXURE V

BID SECURING DECLARATION FORM
TO BE SUBMITTED BY MSME ONLY ON COMPANY LETTER HEAD

Tender/Bid No.:

Date:

To
The Director
Inter University Accelerator Centre (IUAC)
New Delhi
Dear Sir/Madam,

We, the undersigned, solemnly declare that:

We understand that, according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the condition of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in IUAC for a period of two years from the date of opening of this bid if we breach our obligation under the tender conditions, if, we,

- 1) withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
 - 2) being notified within the bid validity of the acceptance of our bid by IUAC
- (i) fail or refuse to sign the contract, or (ii) failed or refused to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the tender documents.

We know that this Bid Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of successful bidder or
- 2) Forty-five days after the expiration of the bid validity or nay extension to it.

Signed:

Name:

Dated on _____ day of

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE VI

Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)

No: _____

Date _____

To,
The Director IUAC
New Delhi

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as in your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

(Undertaking on a Letterhead)

I/ We (bidder) hereby give an undertaking that:

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.;
3. I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;
4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake/ forged or contains willful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies /bidders shall be debarred from tendering with the the Institute.
4. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies/ bidders shall be debarred from tendering with the Institute.

Seal and Signatures of the Authorized
Person of the Agency

Name and designation of the authorized person of the
agency

Place
Date

ANNEXURE VIII

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK
(Solvency Certificate)

This is to certify that to the best of our knowledge and information M/s.....
having marginally noted address, a customer of our bank are/is respectable and can be treated as
good for any engagement upto a limit of Rs. (Rupees.)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the bank

Note:

- (1) Bankers certificate is issued without any guarantee or responsibility on the bank or any of the officers.
- (2) In the case of partnership firm, certificate should include names of all partners as recorded with the bank.

ANNEXURE IX

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR:
Inter-University Accelerator Centre, Aruna Asaf Ali Marg New Delhi**

Sl. No.	Documents asked for	Page numbers at which document is placed
1.	Certificates/Documents to be provided as per conditions essential for pre- qualification	
2.	Proof of submission of EMD	
2.	Tender Acceptance Letter as per Annexure	
3.	Profile of the bidder on letterhead as per Annexure	
4.	Entire NIT (except price bid) duly signed & stamped by the bidder	
5.	An undertaking as per annexure (for not been blacklisted by any authority/organization)	
6.	Solvency Certificate for Rs. 1 crore as per annexure	
8.	Declaration by the Bidder for code of Integrity & conflict of interest (on the letter head of the bidder) as per annexure	
7.	Undertaking for Site Visit as per annexure	
8.	Any other document requested	

Signature of the Bidder

(Name and Address of the Bidder)

Telephone No.