

## **INTER - UNIVERSITY ACCELERATOR CENTRE**

(An Autonomous Centre of UGC)

Aruna Asaf Ali Marg, New Delhi - 110067

### **NOTICE INVITING E - TENDER**

**Tender Number: IUAC/NIT/08/HAR/2022-23**

**Dated: 07/07/2022**

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., and Technical and financial bids, from eligible / experienced parties for the work/supply **Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi.**

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bids should be submitted online only at website: <https://eprocure.gov.in/eprocure/app>. Tenderers / Contractors / Bidders 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 documents.

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered. IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

The bids will be accepted in respect of those contractors having successfully completed with **at least one work of value not less than Rs. 6.07 lakh or two similar works, each of value not less than Rs. 3.80 lakh or three similar works, each of value not less than Rs. 3.04 lakh during the last 7 years** ending last date on submission of tender. Similar works means "Working experience of **Civil works including painting as items/paintings** works in Government organizations, Govt. Autonomous organizations, public sector units of Central and State Governments.

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. Bidders registered with MSME/ NSIC are exempted from payments of EMD. 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 advised 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 .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted 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 website <https://eprocure.gov.in> and [www.iuac.res.in](http://www.iuac.res.in) only. Bidders should take into account any corrigendum published on the tender document before submitting their bids. The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

## E-TENDER DOCUMENT

Name of Work	<b><u>Name of work:</u> Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi.</b>
Tender No.	TENDER NO: IUAC/NIT/08/2022-23
Tender Value/Estimate	<b>Rs. 7,59,000 (Rupees Seven lacs fifty-nine thousand only)</b>
Earnest Money Deposit	<b>Rs. 15200/-</b>
Online payment of EMD	<a href="https://services.sabpaisa.in/pages/iuac.html">https://services.sabpaisa.in/pages/iuac.html</a>
Bid Submission End Date	<b>28/07 /2022 at 3.00 p.m.</b>
Technical Bid Opening Date	<b>29/07/2022 at 3.30 p.m.</b>
Price Bid Opening Date	To be intimated later.
Contact Person	Administrative Officer (S&P)/Mr. Harshwardhan, JE-D (Civil) E-mail: <a href="mailto:iuacstores@gmail.com">iuacstores@gmail.com</a> / <a href="mailto:harshpandit24u@gmail.com">harshpandit24u@gmail.com</a> >  Phone: 011-24126018, 24126022.

## TENDER FORM

To

The Director  
IUAC,  
Aruna Asaf Ali Marg,  
New Delhi 110067

Dear Sir,

I/We have read and examined the following Tender Documents relating **Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi -110067'**

- General information
- **MEMORANDUM**
- REGISTRATION PROCESS ON CPP PORTAL FOR ONLINE BIDDING, SEARCHING FOR TENDER DOCUMENTS, PREPARATION OF BIDS, SUBMISSION OF BIDS & ASSISTANCE TO BIDDERS
- Instructions for Online Bid Submission
- Special Instructions to Bidders for Registration with Competent Authority
- Scope of work
- General TERMS & Conditions
- Special Terms and conditions of Contract
- Annexure I, II, III, IV, V & VI
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein, at the rates specified in the Price Bid and in accordance with the specifications, designs, drawings and instruction in writing referred to in the condition of tender.

**Tenderers Signature and Seal**

### GENERAL INFORMATION

1	Accepting Authority	Director, IUAC New Delhi.
2	Reference Book	As per CPWD specifications & as given in tender
3	Performance Security	The successful bidder shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him. Performance security may be accepted as FDR/Bank Guarantee of scheduled Banks and State Bank of India.
4	Authority competent to grant extension of time	Director or authorized person by Director,
5	Tools & plants	To be arranged by contractor
6	Schedule of Minimum wages	As per notification issued by Govt. of NCT.
7	Authority competent to reduce the compensation amount	Director, IUAC
8	Defect Liability Period	Twelve (12) months from the date of acceptance of completion by the Institute.
9	Release of Performance Security Deposit	The performance security shall be refunded to the contractor without interest after successful completion of the work in all respects.
10	Authority Competent to Appoint Arbitrator	Director, IUAC

**(Seal & Signature of bidder)**

**MEMORANDUM**

<b>a)</b>	Name of work	<b><u>Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi.</u></b>
<b>b)</b>	Estimated cost	<b>Rs. 7,59,000 (Rupees Seven lacs fifty-nine thousand only)</b>
<b>c)</b>	Time allowed for the completion of all works (to be reckoned from 10 <sup>th</sup> day after the date of issue of purchase order).	<b>365 Days</b>
<b>d)</b>	Time allowed to complete all the works in one or more residential flats at a time after getting email to start the work from IUAC.	For one flat – 7 days, 2 - 4 flats - 10 days, 5 and above flats – 15 days.

**Place:**

**Date:**

**(Seal & Signature of bidder)**

### **REGISTRATION PROCESS ON CPP PORTAL FOR ONLINE BIDDING**

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 DSCs 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.

### **SEARCHING FOR TENDER DOCUMENTS**

7. 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.
8. 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.
9. 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.

### **PREPARATION OF BIDS**

10. 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.
11. 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.

12. 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.

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

### **SUBMISSION OF BIDS**

1. The tender shall be submitted online in two parts, viz., technical bid and financial bid.
2. The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.
3. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.
4. 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.
5. 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.
6. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
7. 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 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.
8. 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.
9. 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.

10. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
11. 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.
12. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### 13. 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)	<b>Corrupt practice</b>	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)	<b>Fraudulent practice</b>	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	<b>Collusive practice</b>	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)	<b>Coercive practice</b>	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)	<b>Anti-competitive practice</b>	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)	<b>Conflict of interest</b>	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)	<b>Obstructive Practice</b>	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.

### 6.0 Bid Opening and Evaluation of Bids

#### Opening of Bids

- a) The E-bids shall be opened on-line. The technical bids will be evaluated to short-list the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing (technical evaluation).
- b) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered as technically qualified.
- c) IUAC will open commercial bids of only the technically qualified/short-listed bids.

- d) In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard
- e) Since E-bid is an on-line process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.
- f) On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

**6.1 Clarification of Bids and shortfall documents**

- a) During the evaluation of Techno commercial or 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.
- b) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., 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.
- c) 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.

**ASSISTANCE TO BIDDERS**

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

- 2. 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.
- 3. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

**Instructions for Online Bid Submission**

- 4. The tender documents are available on our website [www.iuac.res.in](http://www.iuac.res.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 5. Tender documents may be downloaded from IUAC's website [www.iuac.res.in](http://www.iuac.res.in) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
- 6. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with

100 dpi with black and white option which helps in reducing size of the scanned document.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 favour of the person signing must accompany the tender.
13. 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.

**Tenderers Signature with Seal**

## **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 'tender', '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
- 4) **“The Beneficial owner”** for the purpose of (3) above will be as under:
- 5) 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;
- 6) 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;
- 7) 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;
- 8) 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;

- 9) In case of a trust, the identification of beneficial owner(s) shall include 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.

**“An 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**

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 formats (as given in annexure VI) on their registered Company's letter heads.**

## SCOPE OF WORK

Scope of work will include following jobs/sub works as per detailed terms condition of tender & BOQ items under Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi.:

### Type of painting and works will be as follows: -

- (i) Either Oil Bound Distemper on internal walls of Drawing, dining and bedrooms (in un-renovated flats)  
AND  
Acrylic Distemper on internal walls of Drawing, dining and bedrooms /rooms (in case of renovated flat / office spaces)
- (ii) Enamel paint on doors, windows grills, pelmets, cupboards and walls of kitchen
- (iii) Whitewash on all ceilings and on toilet walls above tiles
- (iv) Modification/Reinstate in the existing window (size 1.5 x1.2 meter) by provision of guard bar, section Tot L angle of matching size in modified window in flat
- (vi) Providing labour/manpower for general cleaning of entire flat, remove stains from sanitary fitting, fixtures

**Individual flats/Office space painting to be executed whenever flat/area will be vacant/handed over to the contractor throughout the year/period of contract. Approximate 17 flats and 5 room/spaces to be executed. Although qty is tentative and may change during execution.**

## GENERAL TERMS & CONDITIONS

**1 Submission of Tender:** Tenders should be uploaded on CPP portal in two parts separately, i.e., "Technical Bid" (Part-A) and "Price Bid / BOQ" (Part-B). No other mode of submission will be accepted. **Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: [www.iuac.res.in](http://www.iuac.res.in). Therefore, bidders are advised to keep visiting our website.**

**2. (I) Technical Bid (Part-A):** In this bid, the bidder shall upload the scan copies of the following: **The following essential documents are required for Technical Qualification:**

- i** Covering letter on Company's Letter Head
- ii** Profile of company (organizational setup, credentials, list of plant, machinery & tools in his possession, contact detail along with email address) as per Annexure – VII
- iii** Copies of the audited balance sheets /average turnover certificates duly certified by CA (more than 30% of the estimated tender cost) of the past three financial years along with copies of ITRs.
- iv** Copies of PAN no., GST Reg. no.
- v** **Copies of work orders and completion certificates of similar type of works** (similar type means **Civil works including painting as items/paintings works**) executed successfully during the last 7 yrs. (ending on the last day of submission of bids) in Government organizations, Govt. Autonomous organizations, public sector units of Central and State Governments, with **at least one work of value not less than Rs. 6.07 lakh or two similar works, each of value not less than Rs. 3.80 lakh or three similar works, each of value not less than Rs. 3.04 lakh .**
- vi** **Tender acceptance letter (as per annexure - I of tender document) on bidder's letter head** duly signed & stamped by the bidder as acceptance of all terms & condition of tender.
- vii** Undertaking for Site Visit has to be submitted as per Annexure – II & Bid Security Declaration as per Annexure – III On the Letter Head of the Bidder

- viii **Undertaking** On the Letter Head of the Bidder as per **Annexure IV**
- ix Declaration by the Bidder for Code of Integrity & conflict of interest On the Letter Head of the Bidder as per the Format given in **ANNEXURE-V**
- x Declaration by the Bidder **Certificate for Tenders involving procurement (On Bidder's letterhead)** as per the Format given in **ANNEXURE-VI**
- xi **CHECK-LIST FOR PRE-QUALIFICATION BID** as per the Format given in **ANNEXURE-VIII**

**(ii) Price Bid (Part-B):** In this bid, the tenderer is required to quote his item rates in the BOQ formed in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e., should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, and all applicable Govt. Duties, **excluding GST (payable separately as/if applicable)**, levies & taxes, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. However, if any fresh taxes are imposed by State/Central/Statutory bodies during the currency of contract, the same shall be borne by Institute. Further, nothing extra in rates will be considered due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to be considered them as zero and accepted. No further compensation on that item can be considered later. The bidders should quote unconditional rates.

3. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of Price bid. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a tenderer on his withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days. The validity of accepted rates is extendable for a period of 180 days from the date of issue of Award Letter, with mutual consent of both the parties.

4. **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 unsuccessful bidders on award of contract and to successful bidders on receipt of Performance Security as per T&C point no. 8 below.

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.

lii) 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.

**5. Escalation: No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.**

**6. Performance Security: The successful bidder has to submit a performance security in the form of bank guarantee /FDR of an amount equal to 3% of total contract value within a period of 10 days from the date of issue of LOI. Performance Security shall remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations. If tenderer fails to deposit the said performance security within the period as indicated, the order will be automatically cancelled without any notice to the tenderer and without prejudice to any other right or remedy.**

**7. Completion time:**

**The time of completion for residential flat's internal painting work shall be as follows:**

**For one flat – 7 days,**

**2 - 4 flats - 10 days,**

**5 and above flats – 15 days.**

**from the date of getting Email from IUAC to take up the work. and total time for whole work will be completed within 12 months after award of work (date of work order).**

**In case the work is delayed beyond the above specified completion period for reasons attributable to the contractor, deductions on account of Liquidated Damages @ 1% of the order value per week will be deducted subject to a maximum of 10% of the total bill value of ordered flat's qty. However, IUAC reserves the right to get balance work done by any other agency at the risk and cost of the existing contractor and excess liability on IUAC to this effect along with 10% overheads will be deductible from his bills/dues.**

The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of 365 days. The time allowed for the commencement of work to be reckoned from the 10<sup>th</sup> day after the date of issuance of award letter/purchase order. Under the force-majeure conditions, IUAC may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to IUAC for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Director, IUAC regarding Time extension will be final and binding on the contractor.

**8. Deviations: No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.**

**9. Site Conditions: Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. (The bidder should sign undertaking as per Annexure –II enclosed in tender)**

**10. Security Deposit**

A security deposit equal to **five (5) %** of the value of work (excluding of GST) will be deducted from Contractor's bills and shall be refunded after the completion of defect liability period of one year after ensuring successful performance of the system executed by the contractor.

**11. Terms of Payment: The payment shall be made on submission of the bills in proper format by the contractor after due certification by the IUAC engineer after completion of all works in the flats handed over to contractor at one time. Contractor has to submit bill after completion of work for claiming payment based on actual quantities of items of work executed & measured in the handed over flats at a time as per BOQ, drawings and Engineer's site instructions.**

## **12. Bid Opening and Evaluation of Bids**

### **Opening of Bids**

- i) The E-bids shall be opened on-line. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing (technical evaluation).
- ii) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered as technically qualified.
- iii) IUAC will open commercial bids of only the technically qualified/short-listed bids.
- a. In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard
  - b. Since E-bid is an on-line process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.
  - c. On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

### **13. 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.

**14. Defect Liability period:** Defect liability period shall be one year from the date of completion & handing over (whichever later) of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

**15 Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance 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, IUAC has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution.

**16. Rules governing the Contractor's employees working in the IUAC Premises:**

Contractor will take due permission for entry of all his workmen in IUAC. No unauthorized person will be allowed to work inside IUAC campus.

The contractor's employees working inside the IUAC campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the IUAC property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

Manpower deployed by the contractor at site for carrying out contract work is strictly prohibited being associated with any other works on the campus.

**17. Liquidated damages: In case the work is delayed beyond the specified completion period of individual flats for reasons attributable to the contractor, deductions on account of Liquidated Damages @ 1% of the order value per week will be deducted subject to a maximum of 10% of the total bill value of individual flat's qty. However, IUAC reserves the right to get balance work done by any other agency at the risk and cost of the existing contractor and excess liability on IUAC to this effect along with 10% overheads will be deductible from his bills/dues.**

**18. Extra or substituted item-** If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by IUAC. If required, IUAC can make its own analysis based on DSR document of CPWD or based on market rates for determining item rate and pay to contractor accordingly.

**19. Water /Electricity for Execution:**

**Water/Electricity required for execution (if required at any stage) will be provided by the client at free of cost at one point near to site.**

**20. Force Majeure:**

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including not limited to acts of God, or of the public enemy, restraints of a sovereign state, firms, floods, unusually severe weather.

**21. Jurisdiction:**

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

**22. Termination of Contract:** - The Director, IUAC reserves the right to terminate the contract on account of poor workmanship, failure to mobilize site within ten (10) days, non-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 Performance held with Centre and the EMD may be forfeited by IUAC.

23. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with these agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, IUAC whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

24. Arbitration: The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Delhi/ New Delhi. The decision of the Arbitrator shall be final and binding on the both parties.

**25. Tenderer to satisfy himself of site conditions:**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

**26.Samples:** After award of work of the tender contractor shall show the relevant samples at his own cost to Institute before start of work. These samples will be sealed by the IUAC in the presence of the contractor, if he so desires and shall remain in the custody of the IUAC for reference and comparison till the completion of work.

**27. Tender liable to rejection:**

Tenderers which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds: -

- i) Tenders containing remarks uncalled for.
- ii) Conditional tenders
- iii) Tenders not submitted on prescribed Performa.
- iv) Telegraphic / Fax/ Postal tenders.
- v) Tenders submitted late
- vi) Tenders with NIL consideration
- vii) Not submitted required documents as per tender

**28. Correspondence:** Tender must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the IUAC.

**29. IUAC not to assign any reason for rejection of tender:** Director, IUAC hold absolute discretion to

accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

**30. Amendment in tender documents:** IUAC reserve the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

31. IUAC will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.

32. IUAC does not bind itself to accept the lowest or any tender and reserves the right to reject any of all tenders without assigning any reason.

33. The notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the IUAC.

34. Termination for Insolvency: IUAC may at any time terminate the Contract by giving written notice to the Supplier/contractor, if the Supplier/contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier/contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**35. IUAC also reserves the right to change the quantities of the units while issuing the letter of award of work.**

**36. REFERENCE IN TENDER DOCUMENTS:** Director, IUAC, shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

**37. OFFICER INCHARGE:** Where ever the word "In charge." occurs it shall mean the authorized Officer appointed by the IUAC for the superintendence of the execution or related work.

## **TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT**

### **CARRYING OUT OF WORK**

1. All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute. In the case of an item for which specification are not available in the said specifications relevant to BIS /CPWD specifications applicable as on the date of tenders shall be followed.
2. The works shall be inspected by our IUAC Engineers or the person nominated by the Director IUAC. The contractor shall extend full co-operation and render all necessary facilities for inspection of the work to the inspecting authority without any additional cost to IUAC. It must be noted that any observations/ comments/ recommendations of the said technical consultants shall be binding on the contractor.

### **CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS**

3. The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of IUAC from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

### **SPECIFICATIONS:**

4. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost.
5. If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor.
6. The Director shall have the power to insist upon the contractor to purchase and use such materials of approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

### **QUANTITIES AND OTHER ADDITIONS/ALTERATIONS/ DEVIATIONS**

7. Quantities in the B.O.Q. are estimated quantities which can vary up to  $\pm 25\%$  during the execution of the work. Payment shall be made as per actual quantities executed without any change in the contracted rate due to variation in quantity, if any. The successful bidder shall have to make detailed estimation of required quantities before supplying the material at site.

### **8. QUANTITY OF PAINT TO BE BROUGHT AT SITE AND ACTUAL QUANTITY TO BE USED**

Contractor has to bring and deposit a minimum quantity of all types of paints at IUAC site before starting the work. This minimum quantity shall be worked out using standard paint coverage formula and CPWD standards as per BOQ quantities and in consultation with Engineer In-charge. However, to achieve good finish or to get an even shade, the contractor has to arrange more painting material than the minimum quantity as per requirement of site.

20. The IUAC shall have power to make any alterations or omissions or additions or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the IUAC and such alterations, additions or substitutions shall not invalidate the contract and any

altered, additional or substituted work which the contractor may be directed to carry out in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work has to the main work at the sole discretion of the IUAC, and his decision in this regard shall be final and binding on the contractor.

#### **QUALITY CONTROL OF MATERIAL**

9. If it shall appear to the Engineer or the Director, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing from the Engineer specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require, or as the case may remove the materials or articles so specified and provide other proper and suitable material or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by Engineer, in his demand as aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the contract agreement of work for everyday till rectify or remove, and re-execute the work or replace with other materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

#### **10. SITE WORKING RULES AND REGULATIONS:**

- i. The contractor shall furnish IUAC, the Power of Attorney name and signature of his authorized representative who will be in-charge of the execution of the works at site. The contractor shall also furnish the list of technically qualified persons employed by him for execution of the works.
- ii. Save as otherwise specifically provided in this Agreement the rates and prices herein, unless otherwise stipulated elsewhere in this Agreement, include all the costs, expenses and outlays of the contractor for executing the works and fulfilling all the obligations of the Contractor under this agreement.

#### **11. INSPECTION OF WORK**

- a. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of Engineer, or his subordinate in-charge of the work and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent/supervisor duly accredited in writing present for that purpose. Orders given to the contractor's agent/ supervisor shall be considered to have the same force as if they had been given to the contractor himself.
- b. The work during its progress shall be inspected by the Engineer or Engineer-in-charge on behalf of and the contractor shall extend all co-operations to the engineers inspecting the work.

#### **AGENCY'S RISKS**

12. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor.

**13. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:**

- a. If it shall appear to IUAC, or our representatives, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the IUAC in his demand aforesaid, **then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the work order** for every week not exceeding ten days while his failure to do so that continue and in the case of any such failure IUAC, may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of, as the case may be at risk and expenses in all respects of the contractor.
14. Contractor should depute a technically qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the IUAC Engineers, responsible for supervision of work, on regular basis.
15. The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by IUAC shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
16. If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
17. No material belonging to the contractor whether 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 authorized representatives of the Centre. Material delivery challans duly entered at the main gate shall to be submitted.
18. During execution of the work, contractor should dispose-off waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
19. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.
20. During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
21. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
22. Contractor will use only approved makes of materials as listed below and will get the samples of these materials approved by IUAC Engineer before incorporating in the work.
23. Payment for executed work will be made to contractor based on actual measurement only.
24. Painting / Colour theme will be decided in consultation with IUAC .No extra amount will be paid for using 2 or 3 colors at designated locations.
25. Before working, in area all instrument /machines /system/furniture /electronic item to be covered with tarpaulin /polythene cover to ensure protection and to prevent dust entry. For this

- no extra payment to be made to contractor. He will do it on his own cost. The same shall be included in rate quoted in respective item
26. Contractor may see the site before quoting rate to see the actual condition of work/site. The AREA /SURFACE /wall height where execution may be required is up to 10 mtr .No extra payment to be made later for special arrangement to be made at such height for work.
  27. Before starting of the work, a sample of required shade for paints /distemper will have to be prepared as per direction of Engineer-In Charge and got approved
  28. Contractor will use only approved makes of materials as listed below and will get the samples of these materials approved by IUAC Engineer before incorporating in the work.
  29. Payment for executed work will be made to contractor based on actual measurement only.
  30. Detailed specification of various items of work with respect to materials and workmanship and method of measurements shall conform to relevant IS codes and CPWD specifications, UNO.
  31. Enamel colour theme will be decided in consultation with IUAC. No extra amount will be paid for using 2 or 3 colours at designated locations.
  32. Measurement: Area of surface covered shall be measured to be nearest Sq.cms
  33. Before starting of the work, a sample of required shade for paints /distemper will have to be prepared as per direction of Engineer-In Charge and got approved
  34. Contractor will first submit the shade cards of the makes to IUAC for approval of colour. This is to ensure that the paint colour matches with the existing colour.
  35. There should be proper time gaps between two coats of paint to ensure drying of first coat of paint.
  36. For enamel painting of doors/windows etc., first their surface should be washed with soap water to remove all stains (at no extra cost) and then painting should be done.
  37. Detailed technical specifications for painting work with respect to materials & workmanship will be as per relevant IS codes and CPWD specifications, UNO.
  38. Cleaning and sandpapering the walls and minor repairs (filling holes/depressions in wall by POP/putty) will be done by contractor before painting. The same will be paid to the contractor in respective BOQ item.
  39. Contractor will have sufficient quantity of Tarpaulins /Polythene sheets with him so as to cover the household articles before starting painting so as to avoid splashing of paint on them. No extra amount will be paid for it.
  40. Contractor will remove all malba & debris arising in the process of work on the same day and remove any paint marks/stains on the floor and window glasses and frames etc., by proper mopping & washing. Unless work site is duly cleaned, contractor's bill will not be cleared.
  41. In steel items, wherever rust is found, it will be removed with sand paper, cleaned and primer applied and any holes etc. will be filled with NC Putty before painting at no extra cost. Contractor's quoted rates for enamel painting will take all these into account.

**Seal & Signature of Contractor**

## LIST OF APPROVED MAKES

1. **Oil bound distemper:** Shalimar, Asian, Jenson & Nicholson, Berger, ICI, Nerolac,
2. **Enamel paint:** ..... Do .....
3. **Adhesive** (for mixing in whitewash): DDL (M/S Pidlite), SDL(M/S Chemisol)  
Mastercreeet (M/S Cholsey)
4. **Cement Primer** : same as item 1 above
5. **Wall Putty** (cement based) : Birla, JK

**ANNEXURE I**  
**TENDER ACCEPTANCE LETTER (To be given on Bidders/ Company Letter Head)**

Date: \_\_\_\_\_

To  
The Director  
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. \_\_\_\_\_ to \_\_\_\_\_ (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 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,

(Signature of the Bidder, with Official Seal)

**Annexure – II**

This certificate shall be furnished duly signed & stamped with **Technical Bid.**

**Certificate/ Undertaking for site visit**

This is to certify that we have visited the site where ..... **(Name of work)** have to be done in IUAC campus on ..... **(Date of visit)** and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

**(Signature of the Bidder, with Official Seal)**

**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 IV**

**(Undertaking to be given on Bidders/ Company Letter Head)**

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 Institute.
5. 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 V**

**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,

Signature  
(Name of the Authorized Signatory) Company Seal

**Annexure- VI**

**Certificate for Tenders involving procurement (On Bidder's letterhead)**

“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.]”

**Tenderers Signature and seal**

**Certificate for Tenders for Works involving possibility of subcontracting (On Bidder's letterhead)**

“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.]”

**Tenderers Signature and seal**

**PROFILE OF THE BIDDER (on Bidder's letterhead)**

1.	Name of the Firm / Organization	:	
2.	Postal Address	:	
3.	Telephone No. / Mobile No. & Name of the Contact Person	:	
4.	E-mail ID	:	
5.	Month and Year of establishment	:	
6.	Name of proprietor / partners/director	:	
7.	No. of years of experience in this field, with Reference, Certificates	:	
8.	Annual Turnover during the last three years : (Enclose copies of Audited Financial Statement/Certificate from CA)	:	
9.	Whether the firm is an Income Tax Assesse? If so please give the details of PAN No.	:	
10.	GST Registration No.	:	
11.	Name of the OEM and address (if applicable)	:	

**Signature of the Bidder & Seal**

**Annexure- VIII**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR**

***Civil work .....*** ***(Name of work)***  
***in IUAC Campus***

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Covering letter on Company's Letter Head	
2.	Bio data of company (Company profile, organizational setup, credentials, list of plant, machinery & tools in his possession).	
3.	Copies of the audited balance sheet / turnover certificate of the past three financial years along with copies of ITRs	
4.	Copies of PAN no., GST Reg. no. (Self-attested)	
5.	Copies of work orders and completion certificates of similar type of civil works executed successfully during last 7 yrs.	
6.	Tender acceptance letter (as per annexure - I of tender document) on bidder's letter head	
7.	Undertaking for Site Visit has to be submitted as per Annexure – II	
8.	Bid Security Declaration for MSME as per Annexure – III	
9.	Undertaking On the Letter Head of the Bidder as per Annexure IV	
10.	Declaration for Code of Integrity and Conflict of Interest on the Letter Head of the Bidder) as per Annexure V	
11.	Declaration/Certificate for Tenders involving procurement as per Annexure VI	
12.	Copy of MSME/NSIC Registration Certificate (If any)	
13.	Copy of the receipt of EMD submission proof	
14.	Any other document (If any)	

**(Seal & Signatures of Contractor)**

**(Name and Address of the Bidder)**

**Telephone No.**

**Part-B****BOQ/PRICE BID**

(Price should be quoted in the standard BOQ format of this tender, Incomplete price bid will be rejected)

**Tender Inviting Authority: INTER UNIVERSITY ACCELERATOR CENTRE****Bill of Quantity****Name of Work: Annual Rate Contract for internal painting of vacant residential flats / office spaces in IUAC, Aruna Asaf Ali Marg, New Delhi**

S.N.	Description of Item	Unit	Qty.		
1	Surface preparation (walls & ceiling) by cleaning, sandpapering and removing any loose paint including repairs /filling of holes, scratches by POP/cement-based putty	SQM	2600.00		
2	Removing oil bound distemper/colour wash in the entire wall wherever directed by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches & filling the holes by POP/cement-based putty etc. complete	SQM	600.00		
3	Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement-based polymer modified self-curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In-Charge.	SQM	15.00		
4	Providing and applying plaster of Paris putty of 1 mm thickness over plastered surface to prepare the surface even and smooth complete.	SQM	10.00		
5	Providing and applying white cement-based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	SQM	30.00		
6	P/A one coat of water thinnable cement primer of approved brand and manufacture on wall surface wherever old paint is completely scrapped and new paint is be applied.	SQM	800.00		
7	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade: two or more coats on new work	SQM	1200.00		
8	P/A two or more coats of 1st quality acrylic distemper (old work), having VOC (Volatile Organic compound) content less than 50 grams/ litre, of approved make, brand and colour so as to achieve even shade and colour.	SQM	3200.00		
9	Painting on doors, windows, cupboard, grills with synthetic enamel paint of approved make and colour with one or more coats (old work) to give an even shade	SQM	1600.00		
10	Painting with synthetic enamel paint (two or more coats) on kitchen walls (new work) of approved make and colour to give an even shade	SQM	100.00		
11	Providing labour/manpower for general cleaning of entire flat, remove stains from sanitary fitting, fixtures including of providing of cleaning agent (such as acid, cleaner, harpic etc.) as per instruction of IUAC Engineer	Each Labour	30.00		

**GST will be payable extra as applicable.**

