

INVITATION OF TENDERS for  
PACKAGE -XI  
KITCHEN EQUIPMENT WORKS FOR PHASE II CONSTRUCTION OF  
PERMANENT CAMPUS OF  
INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY DELHI AT OKHLA-III, DELHI



INDRAPRASTHA INSTITUTE of  
INFORMATION TECHNOLOGY DELHI



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**Last date of submission: 25<sup>th</sup> Sept 2018 before 3.00p.m**

**Indraprasatha Institute of information Technology**  
IIITD Campus , Okhla , Phase III , New Delhi 110020.

Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for smooth and complete execution of works. However, in case of any omission in the tender/ contract document, the most recent version (31<sup>st</sup> Aug 2018) of General Conditions of Contract for CPWD Works, 2014 shall be the reference manual.

### ***Summary of Scope of work***

The phase II of the Campus of IIITD is under construction at Okhla Phase III , New Delhi. Total area of the site is approximately 25 acres

This tender is being invited for the Supply, Installation, Testing and Commissioning of Kitchen Equipment for PHASE II of the Campus Development.

## **INFORMATION & INSTRUCTIONS TO TENDERERS FOR TENDERING**

### **NOTICE INVITING TENDER**

IIITD invites sealed Item Rate bids in Two Bid System **for the Supply, Installation, Testing and Commissioning of Kitchen** Equipment Works of Phase II of its campus at Okhla Phase III , New Delhi from the reputed and eligible contractors having sound technical and financial capability in the manner as described in the detailed Tender notice available on <https://iiitd.ac.in/tenders>.

**Brief Scope of Work:** Supply, Installation, Testing and Commissioning of Kitchen Equipment works for Phase II Buildings at the Proposed New Campus of IIITD include the following works.

- a. Supply and Installations at various locations, of Ready Made kitchen Equipment etc.
- b. Supply and Installation of Custom Made kitchen equipment etc.
- c. Making necessary provisions for fixing of Plumbing fixtures, Grills, Electric Fixtures, Switch Boards , connections to existing gas lines and commissioning for kitchen equipment complete.

(1) Bidding Document No.	IIITD/BldgProj/PQ/PackXI/Phase II/240/2016
(2) Name of the work	Supply, Installation, Testing and Commissioning of Kitchen Equipment for the of Phase II at the IIITD Campus.
(3) Estimated cost put to the Tender	Rs.13 lacs (Rupees thirteen lacs only)
(4) Period of completion	2 (Two) Months
(5) Earnest money Deposit	Rs. 26000/- (Rupees twenty six thousand only)
(6) Non-refundable cost of tender Fees	Rs. 500/- (Rs Five hundred only)
(7) Last date and time of submission of bids (Technical and Financial bid)	25/9/2018 up to 3:00 pm
(8) Date of opening of Technical Bid	25/9/2018 up to 3:30 pm
(9) Date and time of Opening of Financial Bid	To be intimated
(10) Validity of offer	90 days from the date of opening of Financial bid
(11) Pre-Bid Meeting & Venue	18/9/2018 at 11:00 A.M. in the Board room at Vth Floor of Old Academic Block

### General Information:

Pre-bid meeting shall be held with the prospective tenderers at the Boardroom at Vth Floor of the Old Academic Block at 11:00 AM on 18/9/2018.

Tenderers should send all their queries by email, at least three days before pre-tender meeting, to project manager at email id **admin-project@iiitd.ac.in**. The tenderers' authorised representatives are advised to attend the pre Tender meeting. In response to the queries and clarifications sought by the tenderers during the pre Tender meeting, certain modifications/clarification may be issued to all tenderers by the project manager, as may be deemed necessary through an Addendum/Corrigendum and /through the minutes of the pre Tender meeting and will be uploaded on website hosting the tender document. No separate communication in this regard shall be sent to the individual tenderers. Tenderers are advised to periodically check the website hosting the tender for any addendum/corrigendum before the last date of submission of the tender.

Technical tender (which essentially covers the eligibility criteria) shall be opened first on due date and time as mentioned above. The time and date of opening of financial tender of tenderer's qualifying the Technical tender shall be communicated to them at a later date.

Tenderers are advised to ensure that they have submitted all requisite documents as per the list given in the table below. A checklist in this regard as per Form K is to be completed and signed and sealed and submitted along with the covering letter of the tender documents.

1	Check list of documents submitted by tenderer (Form K)
2	Affidavit declaring site visit (Form L)
3	Certificate of financial turnover (Form A)
4	Bank solvency certificate (Form B)
5	Certificates of Works Experience (Form C, D & E).
6	Structure & Organization (Form F).
7	Details of Technical & Administrative Personnel (Form G).
8	Details of Construction Equipment (Form H).
9	Affidavit for “no back to back award of Work” (Form I).
10	Self evaluated marking statement of Eligibility for Short listing of Tenderers. (Form J).
11	List of similar past Works and performance on such works.

## **NOTICE INVITING TENDER**

1. Intending tenderers are advised to ensure that they meet the minimum pre-qualification as well as technical eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents.
  2. An agreement shall be executed by and between the IIITD and the successful tenderer for the “Supply, Installation, Testing and Commissioning of Kitchen Equipment Works for Proposed New Campus of IIITD” in the given format as per the terms and conditions stipulated in the tender documents. The rates shall be quoted by the tenderer as per various terms and conditions of this document, which shall form part of the agreement.
  3. The time allowed for carrying out the Work shall be 2(Two) months from the date of initiation as defined in Schedule –F or from the first date of handing over of the Site, whichever is later.
  4. The Site shall be handed over to the successful tenderer at the time of award of contract on “as is where is” basis.
- I. The tender documents consisting of drawings, specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with and other necessary documents can be seen and downloaded from the website of IIITD at <https://iiitd.ac.in/tenders>
  - II. Earnest Money Deposit (EMD) shall be accepted in the form of Treasury Challan / Deposit at Call receipt / Demand Draft or Pay Order or Banker`s Cheque drawn in favor of **IIITD Collections** from any nationalized/ scheduled bank. Interested tenderers who wish to participate in the tender shall pay Rs. 500/ (Rupees Five hundred only) as tender fee drawn in favor of **“IIITD-Collection”** in the form of Demand Draft/Pay order or Banker`s Cheque of any nationalized bank.
  - III. The tender shall be accompanied with the following documents:
    - a. Demand Draft or Pay Order or Banker`s Cheque and Bank Guarantee against the EMD and the Tender Fee shall be placed in a **sealed Envelope 1** superscripted as **“Earnest Money and Tender Fee”** with name of Work and due date of opening of the tender also mentioned thereon.
    - b. Copy of certificate of work experience and other documents as specified shall be deposited in a **sealed Envelope 2** marked as **"Eligibility Documents"**.
    - c. Bill of quantities and other relevant commercial information( tender) duly filled and compiled with rates, amounts, totals and signed by authorized signatory shall be placed separately in a **sealed Envelope 3**. Envelope 3 shall be super scribed as “Financial Bid” and opened only after tenderer`s eligibility to participate in the tender is successfully established and accepted by IIITD.

- d. All the three envelopes shall be placed in **large sealed envelope** marked as “Tender for SITC of Kitchen Equipments” with due mention of Name of work, date and time of opening of tender. The large sealed envelope shall be submitted in the project office of IITD up to 03:00 PM on 25.09.2018. The Technical tender documents submitted shall be opened at 03:30 PM on the same day . The large sealed envelope shall be addressed to the Registrar IITD , IInd floor , Old Academic Block , IITD Campus , Okhla Phase III, New Delhi 110020..
  - e. Technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit and Tender Fee and other documents placed in the Envelope 2 are found in order.
  - f. Opening of Tender shall be in the following sequence:
    - I. EMD and Tender Fee of which hard copies are placed in Envelope 1;
    - II. Eligibility documents of which hard copies are placed in Envelope 2;
    - III. Financial Bids of the tender of which hard copies are placed in Envelope 3, to be open only for those tenderers fulfilling necessary eligibility criteria per this tender document.
5. The tender submitted shall become invalid and Tender Fee shall be forfeited if:
- (i) The tenderers are found ineligible; or
  - (ii) The tenderers fail to submit all the documents (Including GST Registration) as stipulated in this tender document.
6. The tenderer whose tender is accepted, will be required to furnish performance guarantee for an amount equal to 5% (Five Percent) of the tendered amount within the period specified in Schedule F. The performance guarantee shall be in the form of Guarantee Bonds/Bank Guarantee of any nationalized bank in accordance with the format prescribed herein. In case the tenderer fails to deposit the requisite performance guarantee within the period as indicated in Schedule F including the extended period if any, the EMD furnished by the tenderer shall be forfeited without any further notice to the tenderer.
7. Intending tenderers must inspect and examine the Site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the Site, the means of access to the Site, the accommodation as may be required and in general, shall obtain all necessary information as to the risks involved, contingencies and other circumstances which may have a bearing or influence or affect the decision of submission of tender. A tenderer shall be deemed to have full knowledge of the Site whether or not an inspection has been undertaken by the tenderer and no revision in the amount quoted in the tender shall be permitted on account of not having inspected the Site or any misunderstanding thereto. The tenderer shall be responsible for arranging and maintaining cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in this document and/or the agreement and/or any other letter, circular, notification issued or document released by IITD. Submission of a tender by a tenderer implies that he/they has/have read this notice and all

other contract documents and has/have made itself aware of the scope and specifications of the Work to be executed and of conditions and local conditions and other factors having a bearing on the execution of the Work. Tenderer shall submit the Affidavit for Site Visit in the form as prescribed in FORM “L”.

8. Owner is not bound to accept the lowest or any other tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be rejected summarily. Tenders subject to any conditions proposed by the tenderer shall not be accepted and shall be liable to be rejected.
9. Canvassing either directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be liable to be rejected.
10. Owner reserves the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the quoted rate.
11. The tenderer shall intimate the names of persons who are or were working in any capacity with the tenderer and are subsequently employed by the tenderer and who are or have been an officer in IITD.
12. The tender for the Work shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of Financial bid. In case any tenderer withdraws its tender before the end of ninety days or issue of letter of acceptance, whichever is earlier, or makes such modifications in the terms and conditions of the tender which are not acceptable to the Owner, then the Owner shall, without prejudice to any other right or remedy available under the contract or law, be at liberty to forfeit the EMD. Further, such tenderer shall be barred from participating in the re Tendering process of the Work.
13. This notice-inviting Tender shall form a part of the agreement and shall be read and construed accordingly. The successful tenderer, on acceptance of its tender by the Owner, shall within 15 days from the stipulated date of initiation of the Work, execute an agreement consisting of:-  
The Notice Inviting Tender, all the documents including additional conditions, specifications, drawings and minutes of pre bid meeting, addendums and corrigendum, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

## INTEGRITY AGREEMENT

**THIS INTEGRITY AGREEMENT** is made at ..... on this..... Day of .....2018

**BETWEEN**

The Registrar, IIITD (hereinafter called “IIITD” or “Owner” which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

**AND**

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) “Tenderer/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIITD/Owner and Tenderer/Contractor individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS the Owner floated a tender for the Supply, Installation, Testing and Commissioning of Kitchen Equipment works of Phase II of IIITD campus (“Tender”) and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender (“Contract”).

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its tenderer(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement (“Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part of the tender documents and Agreement between the Parties and shall be construed accordingly.

**NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:**

### **Article 1: Commitment of the Owner**

- 1) The Owner commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Owner, personally or through any of his/her family members, shall in connection with the Tender, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Owner shall, during the tender process, treat all tenderer(s) with equity and reason. The Owner shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of Agreement.
  - (c) The Owner shall endeavor to exclude from the tender process any person, whose conduct in the past has involved any bias of any nature.



- 2) If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

**Article 2: Commitment of the Tenderer(s)/Contractor(s)**

- 1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the Owner of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the Contract.
- 2) The Tenderer(s)/Contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The Tenderers/Contractors commit themselves to observe the following principles during their participation in the Tender process and during the execution of the Contract:
  - a) The Tenderer(s)/Contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of Tender or during the execution of the Contract, offer, promise or give to any of the Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which such person is not legally entitled to.
  - b) The Tenderer(s)/Contractor(s) shall not enter with other Tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
  - c) The Tenderer(s)/Contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The Tenderer(s)/Contract(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Owner as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.
  - d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Tenderer(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly can submit tender in the process of tender, but not both. In cases where an agent participates in the tender on behalf of one tenderer, such agent shall not be permitted to quote on behalf of any another tenderer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Tenderer(s)/Contractor(s) shall, when presenting tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Tenderer(s)/Contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the Owner.
- 5) The Tenderer(s)/Contractor(s) shall not, directly or through any other person use coercive practices including but not limited to the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights available to the Owner under law or the Contract or its established policies and procedures, the Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Owner's absolute right:

- 1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Owner after giving 14 days' notice to the Tenderer/Contractor shall have the powers to disqualify the Tenderer(s)/Contractor(s) from the process of Tender or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the Owner. Such exclusion may be forever or for a limited period at the sole discretion of the Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the Owner disqualifying the Tenderer(s) from the Tender process prior to the award of the Contract or terminates/determines the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Owner apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.
- 3) Criminal Liability: Pursuant to the Owner obtaining any knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the Owner has substantive suspicion in this regard, the Owner shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the Tenderer/Contractor of the same.

### **Article 4: Previous Transgression**

- 1) Each Tenderer/Contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of Tender.
- 2) Upon any incorrect, false, misleading statement made or submitted by the Tenderer in terms of 4(1) above, shall render the Tenderer disqualified from the process of Tender or entitling the Owner to take any action for imposing a ban on any business dealings/holiday listing of the Tenderer/Contractor at the sole discretion of the Owner.
- 3) Upon a confirmation made by the Tenderer/Contractor, to the satisfaction of the Owner, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the Owner, the exclusion may be revoked prematurely by the Owner at its sole discretion.

#### **Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors**

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The Owner shall enter into such agreements or pacts on identical terms as this Integrity Pact with all Tenderers and Contractors.
- 3) The Owner shall disqualify Tenderers, who fail to submit duly executed Integrity Pact along with the Tender or violate any of the provisions at any stage of the Tender process.

#### **Article 6- Duration of the Pact**

This Pact shall become effective on the day the Owner and the Tenderer/Contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the Contract to the successful tenderer. If any claim is made/lodged during the time, the same shall be binding and continue to remain valid despite the lapse of this Pact as specified above, unless such Tenderer is discharged by the Owner.

#### **Article 7- Other Provisions**

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the Owner/.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of mutual written agreement between the parties to the Integrity Pact.
- 3) If the Contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partners holding power of attorney executed in favor of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized by board resolution of such company.

- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the Parties. In such a case, the Parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The Parties agree that any dispute or difference arising between the Parties with respect to the terms of this Integrity Pact, any action taken by the Owner in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the Parties hereto shall be in addition to all the other legal rights and remedies available to the Parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The Parties agree that this Integrity Pact shall have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS, WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of Owner)

(For and on behalf of Tenderer/Contractor)

WITNESSES (Signature, name and address)

1 .....

2 .....

Place:

Dated:

(To be executed by and between the Owner and the successful tenderer)

**FORMAT OF AGREEMENT**

This agreement is executed at \_\_\_\_\_ (place of execution) on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN

\_\_\_\_\_, which expression shall mean and include its successors and assigns (name and address of the Owner) (“Owner”) of the FIRST PART  
AND

\_\_\_\_\_,  
(name and address of the successful tenderer) (“Contractor”) of the SECOND PART

The Owner and the Contractor shall be individually referred to as the “Party” and collectively referred to as the “Parties”

Whereas the Owner is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender (“Tender”) for selection of a contractor for constructing the said campus. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner. WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender ( name and identification number of Contract) ( “Works”) and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....  
..... (Rupees \_\_\_\_\_(in words))

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH as:

1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.
2. In consideration of the payments to be made by the Owner to the Contractor as the consideration for execution of the Works (“Consideration”), the Contractor hereby covenants with the Owner to

execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.

3. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i) Letter of Acceptance;
- ii) Notice to proceed with the Works;
- iii) Contractor's Tender;
- iv) Contract Data;
- v) Conditions of Contract (including Special Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The \_\_\_\_\_ Common \_\_\_\_\_ Seal \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

was hereunto affixed in the presence of:

Signed \_\_\_\_\_ Sealed \_\_\_\_\_ and \_\_\_\_\_ Delivered \_\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ said \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Binding \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Owner

Binding \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Contractor

in the presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Item Rate Tender & Contract for Works**

(A) **Tender for the work of:** - Supply, Installation, Testing and Commissioning of Kitchen Equipment works of Phase II of IIITD Campus at Okhla New Delhi

(i) To be submitted by the tenderers in a hard copy in sealed Envelope at the IIITD campus on 25/9/2018.

(ii) To be opened in presence of tenderers who may be present at 03:30 PM on 25/9/2018 at the IIITD, Okhla Phase III New Delhi

I/We have read and examined the notice inviting tender, bill of quantity, Specifications, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender to execute the work of IIITD as mentioned above and detailed in the schedule of quantities within the time frame specified in the tender documents, and in accordance with the specifications, designs, drawing and instructions/orders of the engineer in charge meeting all the Conditions of Contract with such materials as are provided for In the drawings, technical specifications or the schedule of quantities.

I/We agree to keep the tender open and valid for 90 (Ninety) days from the date of opening of Financial Bid and shall not make any modifications in its terms and conditions.

A sum of **Rs. 26,000/-** is hereby forwarded in the form of a demand draft of a Nationalized Bank and a bank guarantee issued by a Nationalized Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period and form, I/We agree that IIITD shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that IIITD shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by Owner towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause Deviations/Variations Extent and Pricing of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred from participating in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Owner, then I/we shall be liable to legal and penal action as deemed appropriate by the Owner. Also, if such a violation comes to the notice of the Owner before the date of start of work, the

Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

I/We hereby declare that I/we shall treat the Tender Documents, drawings and other records connected with the Work as confidential documents and shall not communicate nor use any information derived there from to any persons other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the interest of IIITD.

Dated

Signature of Contractor

Witness

Name .....

Name

Address .....

Address

Occupation .....

Telephone

**ACCEPTANCE**

The above offer is hereby accepted by me on behalf of IIITD for a sum of Rs. -----  
(Rupees -----)

Dated

For & on behalf of IIITD

Signature



**Form of Performance Security (Guarantee)Bank Guarantee Bond**

In consideration of the IITD having offered to accept the terms and conditions of the proposed agreement between.....and .....(hereinafter called “the said Contractor(s)”) for the work..... (herein after called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. ....(Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (herein after referred to as “the Bank”) hereby undertake to pay to the Owner an amount not exceeding Rs. .... (Rupees..... Only) on demand by the Owner.
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only)
3. We, the said bank further undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court orTribunal relating thereto, our liability under this present being absolute and unequivocal.The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineerin-Charge on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.
8. This guarantee shall be valid up to .....unless extended on demand by the Owner.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees .....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for.....(indicate the name of the Bank)

## GENERAL GUIDELINES FOR TENDERERS

### 1. GENERAL:

- 1.1. Letter of transmittal and forms, terms and conditions for deciding eligibility are given in this tender document.
- 1.2. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. In case no information is to be provided in a particular column, “nil” or “no such case” or “not available” entry should be made in that column. If any particulars/query is not applicable in case of a tenderer, “not applicable” shall be mentioned against such particular/query. The tenderers are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the tender being summarily disqualified and rejected entitling the Owner to forfeit the EMD and Tender Fee without any further notice to the tenderer. Tenders made by telegram or telex and including those received late shall not be entertained and returned unaccepted.
- 1.3. References, information and certificates from the respective owners certifying suitability, technical knowledge or capability of the tenderer should be attested by the first class judicial magistrate or equivalent or Group A Gazetted officer or Self Attested.
- 1.4. The tenderer may furnish any additional information, which it thinks is necessary to establish its capabilities to successfully complete the envisaged Work. Tenderers are, however, advised not to furnish any superfluous information. No information shall be entertained after enclosing of eligibility criteria document unless it is called for by the Engineer-in-Charge.  
**It is desirable that the tenderer is not contesting or defending any legal proceeding before a court of law or tribunal or quasi-judicial or administrative authority (“Legal Proceedings”). The tenderer must submit information of all on-going Legal Proceedings and for the past seven (7) years. In the event the tenderer has not been subject to any such Legal Proceedings either in process or in the past seven (7) years, an affidavit to this effect, duly notarized shall be submitted in original.**
- 1.5. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, shall render such tenderer liable to be debarred from tendering/taking up of the Work.
- 1.6. The tenderer shall not have been black listed by any State/Central Government Department or Public Sector Undertaking or any autonomous body. **The tenderer shall submit a duly notarized affidavit, stating on oath that the tenderer has not been black-listed.** Applications received without such affidavit in original shall stand automatically rejected. IIITD shall be entitled to forfeit the EMD and Tender Fee on account of any such rejection

### 2. DEFINITIONS:

In this document the following words and expressions shall carry the meaning hereby assigned to them:

- 2.1. "Contract" means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of IIITD and the Contractor, together with the documents referred to therein including these conditions of contract, the specifications, designs, drawings and instructions issued from time to time by the Engineer In Charge and all these documents taken together; shall be deemed to form one contract and shall be complimentary to one another.
- 2.2. "Owner/IIITD" shall mean and refer to the Registrar, IIITD
- 2.3. "Director" shall mean and refer to the Director of IIITD;
- 2.4. "Project Manager" shall mean and refer to the person nominated as Project Manager by IIITD; and he will report to Engineer In Charge.
- 2.5. "Design Consultants" shall mean and refer to the Consultants appointed by IIITD as Design Consultant.
- 2.6. "Engineer in Charge" shall mean and refer to an authorized representative appointed by IIITD;
- 2.7. "Tenderer" shall mean and refer to an individual, proprietary firm, firm in partnership, limited company (private or public) or corporation but shall not include a joint venture and special purpose vehicle.
- 2.8. "Market Rate" shall be the rate as decided by the Engineer In Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

### **3. METHOD OF APPLICATION:**

- 3.1. If the tenderer is an individual, the application for submitting tender shall be signed by such individual above the full type written name and current address.
- 3.2. If the tenderer is a proprietary concern, the application for submitting tender shall be signed by the proprietor above full type written name and the full name of the proprietor firm with its current address.
- 3.3. If the tenderer is a partnership firm, the application for submitting tender shall be signed by all the partners of the partnership firm above their full typewritten names and current address, or, alternatively, by one or more partners holding power of attorney for the firm and/or other partners. A notarized copy of such power of attorney shall be submitted along with the application. The application shall also be accompanied with a notarized copy of the partnership deed.
- 3.4. If the tenderer is a limited company or a corporation, the application for submitting tender shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The tenderer shall also furnish a notarized copy of the Memorandum and Articles of Association of the company.

### **4. FINAL DECISION MAKING AUTHORITY**

The IIITD reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time without assigning any reason thereof or incurring any liability to the tenderers.

**5. SITE VISIT**

The tenderer shall visit the Site of Work, at its own cost, and examine the Site and its surroundings to satisfy itself and collect all information that may be considered necessary for proper assessment of the scope of Work enumerated in the this tender document.

## 6. CRITERIA FOR ELIGIBILITY (TECHNICAL TENDER)

6.1. The eligibility criteria applicable for the tenderers for the present tender in terms of the scope of Work shall be :

6.1.1. The tenderer should have satisfactorily completed three similar works each costing not less than Rs. 5.2 lacs (Rupees Five lac twenty thousand only) (40% of the estimated cost put to Bid)

or

completed two similar works each costing not less than Rs7.8 lacs (Rupees Seven lacs eighty thousand only) (60% of the estimated cost put to Bid)

or

completed one similar work costing not less than Rs. 10.4 (Rupees Ten lac forty thousand only) and (80% of the estimated cost put to Bid) during the last seven (7) years ending 31.08.2018;

**and**

6.1.2. Completed one work with allied facility of any nature (either as a part of 6.1.1 or separately) costing not less than Rs. 5.2 lacs (Rupees Five lac twenty thousand only) (40% of the estimated cost put to Bid) with a Central/State Government Department/Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/University .

For the purpose of this clause, “similar work” shall mean any project of *Supply, Installation, Testing and Commissioning of Kitchen Equipment* works like *Supply, Installation, Testing and Commissioning of Ready-made kitchen equipment*, Custom-made kitchen equipment, plumbing & electric work related to kitchen etc. for Mess of an Institutional or Commercial buildings or Educational campus area executed in India.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to Aug 31,2018. (Last of Previous month in which the NIT is Published)

6.2. The tenderer shall furnish an affidavit as under along with Technical bid:

“I/We, \_\_\_\_\_, aged \_\_ years, having my/our office at \_\_\_\_\_, solemnly affirm on oath as under:

- a. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on back to back basis.
- b. I/We agree that in case I/We are found to be in violation of (a) above or the same comes to the notice of IITD by any means whatsoever, then IITD shall be entitled to take appropriate penal and legal action against me/us. If such a violation comes to the notice of IITD before the date of initiation of work, the Engineer-in-Charge shall be free to forfeit the entire amount of EMD and the Tender Fee.

6.3. The tenderer shall have minimum gross average annual financial turnover of Rs. 13 lacs (Rupees Thirteen lacs only) (100% of the estimated cost put to Bid) of similar works during the last three financial years ending 31<sup>st</sup> March 2015. The statement

showing the gross average annual financial turnover duly audited by a chartered accountant shall be furnished by the tenderer.

- 6.4. A certificate from a chartered accountant duly certifying that the tenderer shall not have incurred any loss in more than two (2) years during the immediate last five financial years shall be furnished by the tenderer.
- 6.5. The tenderer shall furnish a solvency certificate as may be certified by its bankers for a value which is not less than Rs. 5.2 lacs (Rupees Five lac twenty thousand only) (40% of the estimated cost put to Bid) Such certificate shall not be of a date which is more than six months prior to the date of submission of tender.
- 6.6. A certificate attested by first class judicial magistrate or equivalent or a Group a gazetted officer of Central or any State Government certifying the performance for each work completed by the tenderer in the last seven (7) years.
- 6.7. The tenderer shall own equipment as per the list required for proper and timely execution of the Work. In case the tenderer does not own such equipment, the tenderer shall submit a letter attested by itself that it shall be able to manage the construction equipment by hiring and shall also submit the list of firms from whom it proposes to hire. The list shall clearly specify the names of the firms from whom the equipment would be hired and shall not be an indicative list of firms.
- 6.8. The tenderer shall have sufficient number of technical and administrative employees for proper execution of the Work as per list. The tenderer shall submit a list of employees working with it and clearly state the roles and responsibilities of such employees for execution of the Work.

## **7. Evaluation Criteria for Eligibility (Technical Tender)**

- 7.1. The documents for ascertaining the eligibility submitted by the tenderers shall be evaluated in the following manner:
  - 7.1.1. The criteria for eligibility prescribed in para 6.1 to 6.8 above in respect of experience of similar class of works completed, Only such tenderers which meet the eligibility criteria specified in para 6.1 to 6.8 above shall be eligible to qualify for evaluation under this section and all other applications shall automatically stand disqualified.
  - 7.1.2. Physical inspection of completed projects of tenderers found eligible in terms of Para 7.1.1 above may be conducted by an evaluation committee appointed by IITD for evaluating the quality of work. The evaluation committee may visit the site where works have been executed by the tenderers in the past i.e., works pertaining to Kitchen Equipment works. The exact number of the works to be visited shall be decided by IITD. Post award any of the material sample could be subject to tests to be got conducted by the agency at its (Contractor) cost from any NABL approved lab as directed/approved by the IITD.

7.1.3. A committee of experts constituted by IITD shall undertake further evaluation. The Committee may, at its discretion, call for information from owners of similar works carried out or in progress by tenderers and evaluate the previous completed projects regarding all submission including litigations. The tenderers qualifying the eligibility criteria as set out in Para 6.1 to 6.8 above shall be evaluated for following criteria on the basis of details furnished by such tenderers:

<b>(A)</b>	<b>Financial strength (Form “A” and “B”)</b> A Turn over B Solvency	<b>Maximum 20 marks</b> 16 4
<b>(B)</b>	<b>Experience of Work during last seven years.</b>	<b>Maximum 30 marks</b>
	B1 Experience in similar nature of work during last seven years	20
	B2 Experience in project specific work during last seven years	10
<b>(C)</b>	<b>Performance on Works (time Over run)</b>	<b>Maximum 20 marks</b>
<b>(D)</b>	<b>Performance on quality of similar works executed</b>	<b>Maximum 20 marks</b>
<b>(E)</b>	<b>Personnel and Establishment</b>	<b>Maximum 5 marks</b>
<b>(F)</b>	<b>Plant and Equipment</b>	<b>Maximum 5 marks</b>
<b>Total</b>		<b>100 Marks</b>

7.1.4. The tenderer shall submit a self-certified self-evaluation calculation sheet for evaluation parameters mentioned in Form J.

7.1.5. To become eligible for short-listing, the tenderer shall secure at least 60% marks in each criteria A, B, C, D, E & F as is mentioned hereunder:

7.2. Notwithstanding the fact of having been qualified under Clause 7.1, a tenderer shall be liable to be disqualified in case such tenderer :

- a. Makes misleading, incorrect or false representation or deliberately suppresses the information in the forms, statements and enclosures required to be submitted as a part of the eligibility criteria document.
- b. Has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

## **8. FINANCIAL INFORMATION**

The tenderer shall furnish the Annual Financial Statements for the preceding three (3) years in Form A and Solvency Certificate in Form B.

## **9. DISCLOSURE OF EXPERIENCE IN SIMILAR WORKS**

9.1. The tenderer shall furnish the following:

- a. List of all works of similar nature successfully completed during the preceding seven years in Form C.
- b. List of the projects under execution or awarded in Form D.



9.2. Particulars of completed works and performance of the tenderer duly attested by first class judicial magistrate or equivalent or Group A gazette officer of Central or any State Government shall be furnished separately for each work completed or in progress in Form E.

9.3. Information in Form D shall be complete in all respects and no work shall remain unreported.

## **10. ORGANISATION INFORMATION**

The tenderer shall be required to submit the information in respect of its organization in Forms F & G.

## **11. PLANT & EQUIPMENT**

The tenderers shall furnish the list of plant and proposed to be utilized in carrying out the Work in Form H. Details of any other plant & equipment required for the Work not included in Form H and available with the tenderer may also be indicated.

## **12. LETTER OF TRANSMITTAL**

The tenderer shall submit the Letter of Transmittal in the format as prescribed in this document.

## **13. OPENING OF THE FINANCIAL TENDER**

After evaluation of the eligibility documents, a list of short listed tenderers qualified in eligibility criterion shall be prepared. Thereafter, the financial tenders of only the qualified and technically acceptable tenderers shall be opened at the notified time, date and place in the presence of the qualified tenderers or their representatives. The validity of the tenders shall be 90 (Ninety) days and shall be reckoned from the date of opening of the Financial bid.

## **14. AWARD CRITERIA**

14.1. The Owner reserves the right, without being liable for any damages or any obligation to inform the tenderer, to:

14.1.1. Amend the scope and value of Work to the tenderer.

14.1.2. Reject any or all of the applications without assigning any reason.

14.2. Any effort on the part of the tenderer or his agent to exercise any influence or to pressurize the Owner shall result in rejection of its tender. The Owner clarifies that any kind of canvassing or any act of similar nature is expressly prohibited.

**INFORMATION REGARDING ELIGIBILITY CRITERION**

**LETTER OF TRANSMITTAL**

**From:**  
**To**  
**The Registrar**  
**Indraprastha Institute of Information Technology**  
**Okhla Phase III**  
**New Delhi**

**Dear Sir,**

**Subject:** Tender for the Supply, Installation, Testing and Commissioning of Kitchen Equipment works at Phase II of IIITD Delhi

Having examined the details given in Press –Notice and Technical Tender document for the above work in the subject hereinabove, I/we hereby submit the relevant information as hereunder:

- a) I/We hereby certify that all the statement made and information supplied in the enclosed Forms A to K and accompanying statement are true and correct in all respects and no information has been concealed and misrepresented.
- b) I/We have furnished all information and details necessary for certifying the eligibility and that no further pertinent information required to be shared remains undisclosed.
- c) I/We hereby submit the requisite certified solvency certificate and authorize the Registrar IIITD to approach the bank issuing the solvency certificate to confirm the correctness and veracity thereof. I/We also authorize Registrar IIITD to approach individuals, owners, firms and corporations to verify my/our competence and reputation.
- d) I/We submit the following certificates in support of my/our suitability, technical knowledge and capability for having successfully completed the following works:

Sr. No.	Name of Work	Certificate from

Enclosures:  
Date of submission

Seal of tenderer

SIGNATURE(S) OF TENDERER(S)

**FORM A**

**FINANCIAL INFORMATION**

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last **three (3)** years duly certified by the Statutory Auditors/ a chartered accountant (in case the appointment of a statutory auditor is not applicable), as submitted by the tenderer to the Income Tax Department (copies of all the documents to be attached).

S. No.	Description	YEARS		
		2015-2016	2016-2017	2017-2018
i)	Gross Annual turnover			
ii)	Turnover on construction works			
iii)	Profit/Loss			

I. Financial arrangements for carrying out the proposed work.

II. Solvency Certificate from Bankers of tenderer in the prescribed Form B

SIGNATURE OF TENDERER(S)

Signature of Chartered Accountant with Seal

**FORM B**

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

**SOLVENCY CERTIFICATE**

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

This certificate has been issued at the specific request for limited purpose of submitting the same to the IITD and shall not be used for any other purpose whatsoever.

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

(Signature)

For the Bank

**GENERAL INSTRUCTIONS:**

1. Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Registrar IITD.
2. In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
3. The Solvency Certificate shall not be more than 6 months old.

**FORM C**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED & PROJECT SPECIFIC WORK DURING THE LAST SEVEN YEARS ENDING 31<sup>st</sup> Aug 2018.**

A	B	C	D	E	F	G	H	I	J
Sr.No	Name of work/project and location	Owner or sponsoring organization	Cost of work in Crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address / telephone number of officer to whom reference may be made	Remarks
1									
2									
3									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

**FORM "D"**  
**PROJECTS UNDER EXECUTION OR AWARDED**

	A	B	C	D	E	F	G	H	I
Sr.No	Name of work/ project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any, and reasons thereof	Name and address/ telephone number of officer to whom	Remarks
1									
2									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

**FORM E (On respective owner's letterhead)**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS C (Completed Works)**

1	Name of work/ Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of completion	
	i) Stipulated Date of Completion	
	ii) Actual Date of Completion	
7	Amount of compensation levied for Delayed completion, if any.	
8	Amount of reduced rate items, if any.	
9	Performance Report	
	1) Quality of Work	Very Good/Good/Fair/Poor
	2) Financial Soundness	Very Good/Good/Fair/Poor
	3) Technical Proficiency	Very Good/Good/Fair/Poor
	4) Resourcefulness	Very Good/Good/Fair/Poor
	5) General Behavior	Very Good/Good/Fair/Poor

Certified that the above information is complete and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

Dated:

Stamp: Signed by

Ex. Engineer or equivalent and attested by first class judicial magistrate or equivalent or Group A Gazette officer of Central or any State Government or equivalent

**FORM F****STRUCTURE & ORGANIZATION**

1	Name & Address of the tenderer		
2	Telephone No./Telex No./Fax No./e-mail address		
3	Legal status of the tenderer (attach copies of original document defining the legal status).		
	a)	A proprietary firm	
	b)	A firm in partnership	
	c)	A limited company or Corporation	
4	Particulars of registration with various Government bodies (attach attested photo-copy).		
	ORGANIZATION/PLACE OF REGISTRATION NO.		REGISTRATION
	1		
	2		
5	Names and Titles of Directors & Officers with designation to be deputed for the Works		
6	Designation of individuals authorized to act for the organization.		
7	Was the tenderer ever required to suspend construction for a period of more than six months continuously after commencement of construction? If so, give the name of the project and reasons of suspension of work.		



8	Has the tenderer or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project(s) and reasons for abandonment.	
9	Has the tenderer or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering by any organization at any time? If so, give details.	
10	Has the tenderer or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Field of specialization and interest of the tenderer in the Civil Engineering Construction	
12	Any other information considered necessary but not included above.	

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

**FORM G****DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

Sl. No.	Designation	Total number	Number available for this work	Name	Qualifications	Professional/ construction experience and details of work carried out	How these would be involved in this work	Remarks
A	B	C	D	E	F	G	H	J
1								
2								

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

**FORM H**

**DETAILS OF EQUIPMENT PROPOSED TO BE USED IN EXECUTION OF THE WORKS**

Sl No.	Name of Equipment	Nos.	Capacity or Type	Age	Condition	Ownership status			Current location	Remarks
						Presently Owned	Leased	To be Purchased		
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>
1	Hand Held Drilling, cutting and Finishing tools	1								
2	Electric Arc Welding sets	1								
3	Argon /Gas welding sets	1								
4	Sufficient quantity of scaffolding, platforms and Ladders									
5	Any Other Equipment									

I/We, the undersigned, do hereby undertake that we shall deploy all plants, equipment's and machineries required for implementation of the project as per technical specifications. I/We also undertake to either own or have assured access through hire or lease the key items of the equipment's as specified in this form.

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

..... Signed by an Authorized Officer of the tenderer

**FORM I**

**GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:**

1. *The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value ;*
2. *Scanned copy of the affidavit shall be enclosed at the time of submission of the tender in soft copy.*

**AFFIDAVIT**

I, \_\_\_\_\_, aged \_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by \_\_\_\_\_ (name of tenderer) (“Tenderer”) to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that eligible similar works(s) have not been got executed through another contractor on back to back basis.
2. The Tenderer confirms and agrees that, if any such violation comes to the notice of IIITD(“Owner”), then the Owner shall be at liberty to initiate appropriate penal and legal action against the Tenderer.
3. The Tenderer confirms and agrees that if such a violation comes to the notice of the Owner at any time before the date of start of Work, the engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

DEPONENT

VERIFICATION

I, \_\_\_\_\_, aged \_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT



<b>D</b>	<b>Performance of works (Quality)</b>	<b>20</b>	<b>12</b>	<i>The evaluation will be done by the expert committee/jury nominated by the institute for the purpose based on documents submitted and/or other means as decided by the committee/jury who may include visit of the site of project referred to. The tenderer must submit precise certificate given by the Owner/owner signed by an officer not below the rank of Executive Engineer or equivalent along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.</i>	
<b>E</b>	<b>Personnel and Establishment proposed for the project</b>	<b>5</b>	<b>3</b>		
1	Project Manager Graduate in Hospitality	1		2.5 mark for each	
2	Supervisory/Foreman	2		1.25 mark for each	
<b>F</b>	<b>Plant &amp; Equipment proposed for the project</b>	<b>5</b>	<b>3</b>	<b>As per list attached.</b>	
To become eligible for short listing the tenderer must secure at least 60% marks in each of the above categories <b>A, B, C, D, E and F</b> . The Institute reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.					
*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer or equivalent shall be furnished along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.					

**FORM L**

**GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:**

*The affidavit shall be executed on appropriate non-judicial stamp paper of minimum value as applicable in Delhi;*

**AFFIDAVIT FOR SITE VISIT**

I, \_\_\_\_\_, aged \_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by \_\_\_\_\_ (name of tenderer) (“Tenderer”) to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that the Tenderer has duly undertaken the visit of the proposed project site of IIITD.
2. The Tenderer has inspected and examined its surroundings and has satisfied itself about the site conditions and site logistics. The Tenderer confirms that it is aware of the ground conditions and nature of the site, means of access to the site and the accommodation area required for establishing the labour camp. The Tenderer agrees and confirms it shall be solely responsible for arranging and maintaining the afore-mentioned at its own cost including all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in the contract documents.
3. The Tenderer confirms and agrees that the submission of the tender implies that the requisite site visit has already been undertaken and that the Tenderer has acquainted itself with the local conditions and other factors having a bearing on the execution of the Work.

DEPONENT

VERIFICATION

I, \_\_\_\_\_, aged \_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT

## Requirement of technical Staff

### Technical Staff

The tenderer shall deploy sufficient number of technical and administrative employees for smooth execution of the Work. The tenderer shall submit a list of employees stating clearly the responsibility to be assigned to each of such employees. The tenderer shall have to demonstrate the capability to arrange such workers and additional numbers as per the requirement assessed by the Engineer-in-Charge for timely completion of various stages of the Work. The capability as claimed by the tenderer shall be supported by the past performance and an undertaking.

Technical Staff	Requirement of Technical staff		Minimum experience of construction work (Years)
	Qualification	Number	
Hospitality	i. Project Manager Degree / Diploma in Hotel Management or Hospitality	1	10 years
	ii. Supervisors Experience in Setting up a Hospitality Project	1	3 Years



**SECTION 2**

**PROFORMA OF SCHEDULES: A TO F**

**SCHEDULE A**  
**BILL OF QUANTITIES-Attached**

**SCHEDULE B**

**Schedule of materials to be issued to the Contractor**

<b>Sr. No.</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Rates in figures &amp; words at which the material will be charged to the contractor</b>	<b>Place of issue</b>
1	2	3	4	5
	NIL	NIL	NIL	NIL

**SCHEDULE C**

No Tools and plants shall be made available to the Contractor by IITD:

<b>Sr. No.</b>	<b>Description of item</b>	<b>Quantity</b>
1	2	3
	NIL	NIL

**SCHEDULE D**

**Extra schedule for specific requirements / documents for the work if any.**

The tenderer may give additional information other than sought for in the preceding paragraph.

**SCHEDULE E**

**Reference to General Conditions of Contract.: GCC for CPWD Works -2104 with upto date correction slips that shall form part of the contract.**

**Name of Work :** Supply, Installation, Testing and Commissioning of Kitchen Equipment Works of Phase II of IITD Campus

Estimated cost of work: Rs13 laqcs

Earnest Money: Rs 26000/- (2% of estimated cost put to Tender if ECP is less than Rs. 10.0 Crores)

(ii) **Performance Guarantee: 5%(Five percent) of tendered value**

(iii) **Security Deposit : 5% (Five Percent) of tendered value**

**SCHEDULE F (GENERAL RULES & DIRECTIONS)**

- (1) **Authority Inviting Tender.- Registrar, IITD**
- (2) **Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses “Deviation, Extra items and pricing & Deviation submitted items and pricing”** **Unlimited**

**Definitions:**

Sr. No	DESCRIPTION	DETAILS
1	Owner	Registrar IIITD
2	Project Manager	Nominated Person by IIITD
3	Design Consultant	Consultants, appointed by IIITD as Design Consultant.
4	Engineer In charge	Authorized representative appointed by IIITD
5	Accepting Authority	Director IIITD
6	Percentage on cost of materials and Labour to cover all overheads and profits	15%
7	Rates considered for Estimate	DSR 2016 &/ Market Rates as applicable.

**CLAUSE 1: Performance Guarantee**

<b>1</b>	<b>Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance</b>	10 (Ten) Days
<b>2</b>	<b>Maximum allowable extension beyond the period provided in 1 above</b>	5 (Five) Days

**CLAUSE 2: Compensation for Delay and Incentive for early completion**

<b>1</b>	<b>Authority for fixing compensation under its clause</b>	Director IIITD
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**CLAUSE 5: Time and Extension for Delay**

<b>1</b>	<b>Number of days from the date of issue of letter of acceptance for reckoning date of start.</b>	15 (Fifteen) days.
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<b>1</b>	<b>Total Time allowed for execution of work</b>	2(Two) Months.
<b>2</b>	<b>Authority to decide Extension of Time</b>	Director IIITD
<b>3</b>	<b>Rescheduling of Milestones</b>	Not Applicable

**CLAUSE 7: Payment on Intermediate Certificate to be regarded as Advances**

1	<b>Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.</b>	Rs. 5 Lacs. Per Running Account Bill Duration between two Running Account Bills is minimum 15 days
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**CLAUSE 10B (i) and (ii): Mobilization Advance or Secured Advance.**

1	<b>Mobilization Advance or Secured advance on Non-perishable materials.</b>	Applicable as per detailed clause.
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**CLAUSE 10C/10CC: Payment due to increase/decrease in Prices/ Wages (excluding materials covered under clause after Receipt of Tender for Works):**

1	<b>Payment due to increase/decrease in Prices/ Wages (excluding materials covered under clause after Receipt of Tender for Works)</b>	Not Applicable
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**CLAUSE 11: Work to be executed in accordance with Specifications, Drawings, and Orders etc**

1	<b>Specifications</b>	As per Detailed Specifications and related IS codes.
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**CLAUSE 12: Deviations/Variations/ Extent and Pricing**

1	<b>Deviation limit beyond clause 12 shall apply for works</b>	Unlimited
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**CLAUSE 16: Action in case work not done as per Specifications**

1	<b>Competent Authority for deciding reduced rates.</b>	Engineer in Charge
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**CLAUSE 18: Contractors to Supply Tools & Plants etc.**

1	<b>List of machinery, tools &amp; plants to be deployed by the contractor at site</b>	As required and/or instructed to provide to complete the works
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**CLAUSE 25 : Settlement of Disputes**

1	<b>Settlement of Disputes</b>	Committee appointed by IITD
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**Employment of Technical Staff and employees**

Requirement of Technical Representative(s) on site/ off site to be available as required in progressive manner in satisfaction of Project Manager & Engineer-In-Charge with its recovery Rate.

<b>S. No .</b>	<b>Minimum Qualification of Technical Representative</b>	<b>Discipline</b>	<b>Minimum Experience</b>	<b>Number</b>	<b>Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause</b>	
1	Project Manager	Degree / Diploma in Hotel Management or Hospitality	Ten Years	One	Rs. 30,000/- p.m.	.
2	Supervisor	Experience in Setting up a Hospitality Project	3 Years	Five	Rs.12,000/-p.m.	

**(TABLE-1)**

**LIST OF MINIMUM REQUIREMENT OF PLANT AND EQUIPMENT TO BE OWNED / TAKEN ON LEASE BY THE CONTRACTOR**

<b>Sl. No.</b>	<b>Equipment</b>	<b>Numbers (Minimum)</b>
1	Hand Held Drilling, cutting and Finishing tools	1
2	Electric Arc Welding sets	1
3	Argon /Gas welding sets	1
4	Sufficient quantity of scaffolding, platforms and Ladders	
5	Any Other Equipment	

Note: The above list is only indicative and not exhaustive.

**SECTION 3**  
**GENERAL RULES & DIRECTIONS**

The Tender shall state the work to be carried out, the date for submitting and opening tenders and the time allowed for executing the Work, the amount of earnest money to be deposited with the tender, the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage if any, to be deducted from the security deposit. Copies of the specifications, designs and drawings and any other documents required in connection with the Work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the tenderer at the office of IITD during office hours.

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on behalf of such partner by a person holding a valid power of attorney from such absentee partner specifically for the purposes of the tender. Such power of attorney shall be produced along with the tender. Any firm submitting its bid pursuant to the tender shall be duly registered under the Indian Partnership Act, 1952.

Receipts for payment made on account of completed Work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

1. Any person who submits a tender shall fill up the rates in the Schedule of quantities. Tenders, which propose any alteration in the Work specified in the Schedule of Quantities or in the time allowed for executing the Work or which contain any other conditions of any nature, including conditional rebates, shall be liable to be summarily rejected.
2. Being an Item Rate Tender, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) shall be considered to be zero and Work shall be required to be executed accordingly.
3. All rates shall be quoted on the tender form. The amount for each item shall be worked out and requisite totals given specifically. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting



the rate in Schedule of Quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

4. If the Tender of the successful Tenderer is seriously unbalanced in relation to estimate of the cost of Work to be performed under the tender, the Owner may require the Tenderer to produce detailed price analyses for any or all items of the of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and the schedule proposed.
5. The IITD will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned above. In the event of a tender being rejected, the earnest money shall thereupon be returned to the respective tenderers without any interest on such earnest money.
6. The IITD shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any other tender.
7. In the case of any tender where unit rate of any item/items appear unrealistic, such tender shall be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender shall be liable to be disqualified and rejected.
8. The receipt of an accountant or clerk for any money paid by the tenderer shall not be considered as an acknowledgment for payment to the IITD and the tenderer shall be responsible for ensuring that a receipt signed by the IITD or a duly authorized cashier is obtained for monies paid.
9. The tenderers shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the Work awarded to the tenderer. The unsuccessful tenderers shall return all the drawings shared during the course of the tender process.
10. Use of correcting fluid, anywhere in tender document shall not be permitted. Such tender shall be laible to be rejected .
  - i. The Contractor whose tender is accepted, shall be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified herein. Such performance guarantee shall be in the form of Banker's cheque of any nationalized bank/demand draft of any nationalized bank/ fixed deposit receipts or guarantee bonds of any nationalized bank in accordance with the prescribed form.
  - ii. The tenderer whose tender is accepted shall be required to furnish by way of Security Deposit for the fulfillment of the Contract, an amount equal to 5% of the tendered value of the work. The Security Deposit shall be collected by deductions from the running bills of the Contractor at the rates mentioned above and the earnest money deposited at the time

of tenders, shall be treated as a part of the Security Deposit. The Security Deposit shall also be furnished in form of bank guarantee.

11. Upon acceptance of the tender, the name of the accredited representative(s) of the tenderer, responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge/Design Consultant with a copy to the Owner.
12. Contractor shall quote rate excluding GST and shall indicate same separately . Any other tax applicable in respect of the Contract shall be payable by the Contractor and IITD shall not entertain any claim whatsoever in respect of the same. However, in respect of GST, same shall be paid by the Contractor to the concerned department on demand and it shall be reimbursed by the IITD on recommendation of Engineer-in-Charge upon satisfaction that the requisite GST tax has been actually and genuinely paid by the Contractor.
13. The Tender for the Work shall not be witnessed by a tenderer (s) who are participating in the tender for the same Work. Failure to comply with this condition shall render the tenders of both the rendering as well as the tendering witnessing liable to be summarily rejected.
14. The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. Any failure to do so shall amount to a breach of the Contract and the Owner may in its discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation under the provisions of the Apprentices Act, 1961.

**General instructions for filling of Tender:**

The tender shall be written in English language. All other information such as documents and drawings supplied by the tenderer shall also be in English language only. Drawings and design shall be dimensioned according to the metric system of measurements. Tender shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand, executed in ink by a duly authorized principal/representative of the tenderer. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained. If a tender is submitted on behalf of the firm, then all the partners shall sign the Tender or the Tender may be signed by one of the partners in whose favour all the remaining partners have given such signing partner a valid General Power of Attorney. In case of tender submitted by a company, the person who has been authorized by the Board of Directors through a resolution shall sign the tender. Copy of power of attorney/resolution as the case may be, and the authority letter in favour of the person signing must accompany the tender.

The Tenderer shall quote the rate both in words and in figures, with reference to each item for all the items shown in the attached Schedule of Quantities. Incomplete offer under the tender shall be liable for rejection. Quantities shown in the schedule of Quantities are approximate and can increase or decrease (i.e. the rates are firm and are independent of quantity). No claim shall be entertained for any item of work due to variation in the quantities.

The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person(s) duly authorized to sign under a valid Power of Attorney/Board Resolution on behalf of the Tenderer. The person or persons signing the tender shall initial at all pages of the tender document and an initial shall be affixed at all such places where any insertions, corrections or amendments are made by hand.

The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

**General instructions:**

The offer shall remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the Financial bid.

The Contractor shall give his address for communication along with telephone/e-mail address and all communication made by **IIITD** to the said address by registered post acknowledgement due, speed post, courier or any other mode of service shall be deemed to have been effected provided that communication made by mobile, telephone or e-mail shall be followed by a written communication through courier/post. All correspondence addressed to **IIITD** shall be in the name of **Registrar, IIITD** at Okhla Phase III New Delhi.

Submission of a tender by a tenderer implies that it has read all the terms and conditions contained in this document and all other contract documents and has acquainted itself of the nature, scope and specifications of the Works to be executed. The Contractor shall also be deemed to have acquainted itself of the local conditions and other factors, which might have a bearing on the execution of the Works. **IIITD** shall in no event be held liable for any loss/damage/harm for costs or otherwise caused to the Contractor due to such non-acquaintance.

Against the loss/damage/harm caused, **IIITD** shall not be liable for any act or omission of the act of the Contractor in so far as any violation of any of the aforementioned act.

Tenderers have to compulsorily submit the entire tender Contract Documents. Every Tenderer shall submit all documents issued to him for the purpose of this tender after duly filling the same in all respects. Tender Contracts, which are found to be vague, irrelevant and incomplete shall be summarily rejected.

Unless otherwise stated, the contract shall be for the whole Work as described in the “Schedule of items of Works” and under the drawings. The Contractor shall be bound to complete the whole Work within such stipulated time as set out in the schedule of items of Works and the drawings, including such additional items as may be necessary, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge and Design Consultant shall be mandatory for indicating the successful completion of work and such certificate of completion will be conclusive proof of completion of Work.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all Labour, materials, tools, plants, equipment, transport and royalties which may be required in preparation of the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated be held to include wastage of materials, carrying and all other Labour necessary for the full and entire execution and completion of the Work as aforesaid in accordance with the specifications, good practice and recognized principles.

The Contractor shall be deemed to have satisfied itself before submission of the tender as to the correctness and sufficiency of the tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works. Under no circumstances shall the Contractor withdraw from the Contract once the tender is accepted. In an event of withdrawal or default by the Contractor, the deposit of earnest money made by the Contractor shall stand forfeited.

No cost payable for preparing tender: The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of its tender in the event of withdrawal of the invitation of tenders by IITD.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Owner's Liability Act, 1938, Maternity Benefits Act, 1961, and the Industrial Disputes Act, 1947, Child Labour (Prohibition and Regulation) Act, 1986, Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996 as may be applicable and the rules and regulations issued there under from time to time. The list of the statutes mentioned above is an indicative list and all enactments applicable for workmen shall be complied with by the tender. Any failure to comply with such statutes shall amount to breach of the Contract and the Engineer-in-Charge may, at his discretion, terminate the Contract without any prior notice being furnished to the Contractor. The Contractor shall also be liable for any pecuniary liability arising on account of violation of any of the said statutes and shall indemnify and keep the IITD indemnified for any loss or damage arising on account of the same.

The provisions in the Tender documents shall prevail over the contents of the above paragraphs if there is any contradiction or variation in the conditions mentioned hereinabove and those contained in the Contract Documents.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACT**

**Definitions**

The Contract means the documents forming the tender and acceptance thereof and the formal the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the IIITD/ Engineer-in- Charge / Design Consultant and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

**Work:**

The expression work or works shall, mean unless there be something either in the subject or context repugnant to such construction the context otherwise requires be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

**Site:**

The Site shall mean the land, adjacent land, path, street or other places, the exclusive right and/or the ownership of which vests with IIITD through which work is to be executed under the contract and which may be allotted or used for the purpose of carrying out the work(s) under the contract.

**Contractor:**

The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**Owner/ Owner:**

Owner shall mean IIITD. IIITD means Indraprastha Institute of Information Technology.

**Project Manager:**

Means nominated person appointed by IIITD.

**Design Consultants:**

Design Consultants shall mean specialist architects, associate architects and their authorized consultants and Engineers appointed by the IIITD to design and monitoring the Architectural, Structural, Electrical, Plumbing, Acoustic, HVAC, Landscape and Infrastructure works and also to check quality, project scheduling, cost control, installation of systems and Equipment in the Works and ensure that the same is done as per the drawings approved.

**Engineer-in-Charge:**

Engineer-in-Charge (EIC) shall mean the authorized representative appointed by IIITD, who shall supervise and be in charge of the work. Enigeneer-in-Charge will administer the contract with the assistance of his authorized subordinate Engineers.

**Accepting Authority:**

Accepting Authority shall mean the authority mentioned in Schedule 'F'.

**Excepted Risk:**

Excepted Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works..

**Market Rate:**

Market rate shall be the rate as decided by the Engineer-in-Charge in consultation with Design Consultant on the basis of the cost of materials and Labour at the site where the Work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits of the Contractor and approved by the IIITD.

**Tendered value:**

Tendered value / Contract value means the value of, the entire Work as stipulated in the letter of award.

**Date of commencement of work:**

The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by IIITD is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicted in the tender document.

**Nominated Sub-Contractor:**

Nominated Sub-Contractor shall mean any person or agency appointed by IIITD for the execution of any particular Work or providing any services under the Contract.

**Samples:**

Samples are physical samples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Shop drawings:**

Shop drawings means those drawings or other documents which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation or any other construction related works mentioned in the Tender which required by the Design Consultant and are submitted to the Engineer In charge for the approval/suggestion/verification from Design Consultant as the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.

**Submittals:**

Submittals includes progress schedules, setting out drawings, shop drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Engineer in Charge.

**Virtual Completion:**

Virtual Completion shall mean completion of the Works as per drawings and specifications to the entire satisfaction of Engineer in Charge/ Design Consultant/ IITD whose decision shall be final and binding on the parties in this regard and particularly the act of securing by the Contractor to get the virtual completion certificate from the Engineer in charge and submission of the same to the IITD to start the Defect liability period of the contract.

**Final Completion:**

Final Completion shall mean the completion of the Works and any necessary rectification directed to be carried out during the Defects Liability Period and any extension thereof by the Contractor and securing of such final completion certificate from the Engineer in Charge/ Design Consultant/ IITD, and also obtaining the final handing over of the Works to the IITD, and the acceptance of the same.

**Works to be carried out**

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all Labour, materials, tools and plants, equipment and transport to be provided at the cost and expense of the Contractor which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labours necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities and Tender Documents, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

**Discrepancies and Adjustment of Errors:**

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

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:-

- I) Description of Schedule of Quantities.
- ii) Particular Specification and Special Condition, if any.
- iii) Drawings.



iv) Specifications.

v) Indian Standard Specifications of B.I.S.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any Omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**ALL CLAUSES OF CONTRACT SHALL BE AS PER THE CPWD GENERAL CONDITIONS OF CONTRACT FOR CENTRAL PWD WORKS 2014 WITH LATEST AMENDMENT SLIPS AS UPTO DATE OF TENDER**

## **SECTION 5**

# **SPECIAL CONDITIONS OF CONTRACT**

### **CLAUSE.5.1. Sub-Contractors**

Where and when the appointment of Sub-Contractors for Specialized job(in the opinion of Engineer In Charge) is indicated, such Sub-Contractors shall be appointed only with the prior written approval of the Owner upon recommendation of Engineer-in-Charge/Design Consultant/PMC on the following conditions:-

*The Contractor shall enter into written agreements with Sub-Contractors and ensure that the Sub-Contractors perform their Work in accordance with and subject to the terms and conditions of these Contract Documents. A copy of each such Agreement shall be furnished to the Engineer-in-Charge and the Owner.*

- A. The Contractor shall remain fully responsible to the Owner for the performance and workmanship and all actions of all sub-Contractors and persons directly or indirectly employed by them.
- B. The Contractor shall supply and permit all Sub-Contractors to avail of site facilities and services to enable them to complete their Work safely and without hindrance or delay and conducive to produce the highest quality of Work required.
- C. The Contractor shall upon receipt of instruction from the Engineer-in-Charge, terminate and remove from site forthwith such Sub-Contractor or their person who's Work may be considered unsatisfactory.
- D. The Contractor shall make regular and prompt payment to each Sub-Contractor not later than one week after receipt of payment from Owner for their measured Works certified by the Engineer-in-Charge. If the Contractor fails to make payments to Sub-Contractors as aforesaid, the Owner may, without any obligation or prejudice to its rights and with prior intimation to the Contractor may make direct payments to Sub-Contractors for and on behalf and from the account of the Contractor and recover such sums from the account of the Contractor out of the amounts due and payable under the bills raised by the Contractor. Such direct payments to Sub-Contractors shall be on behalf of the Contractor and shall in no way relieve the Contractor of his responsibilities or create a contractual relationship between the Owner and Sub-Contractor.

- E. Any Subcontractor that has been approved by the Owner shall neither be removed nor replaced without the prior written consent of the Owner.

**CLAUSE.5.2. Nominated Sub-Contractors**

The Owner shall be entitled to nominate to the Contractor selected Sub-Contractors for carrying out certain sections of the Work or to replace terminated Sub-Contractors. Such nominated Sub-Contractors shall receive the same assistance and co-operation from the Contractor as other Sub-Contractors appointed by the Contractor, and the Contractor shall be equally responsible and liable for their Work as is liable for the Works of the other Sub-Contractors. Nominated Sub-Contractors shall enter into direct agreements with the Owner and shall receive direct payments from the Owner. For the site facilities and services made available by the Contractor at his cost to the nominated Sub-Contractors including free water, electricity, insurance, staging, scaffolding, etc. the Contractor shall be entitled to receive 3% on the cost of the nominated Sub-Contractors' Work.

Nothing shall absolve the Contractor, including the approval/ termination/ nomination of Sub-Contractors by the Owner of his overall responsibility under the Contract to closely supervise the Work of the Sub-Contractor whether on or off the site and to ensure adherence to the Specifications and Schedules.

**CLAUSE.5.3. Good for Construction Drawings, Details and Clearance to Construct.**

After the acceptance of the Letter of Intent, issued by the Owner –IITD, The contractor will be issued “Good for construction” drawings for works up to plinth levels for majority of the buildings, water bodies and Road works in general. The contractor will arrange to mobilize his resources in very positive and judicious manner to start work on maximum possible fronts. The contractor will submit a detailed Construction Plan in the form of Bar Chart/PERT chart, for the entire project based on the Tendered drawings and initial GFC drawings. This Construction Plan will be discussed with Project Management Consultants, Architect Consultants and IITD in detail and will be finalized subject to changes, if any, and will be agreed to by all the stake holders. The subsequent “Good for Construction” drawings will be issued in progressive manner as the work progresses as per the detailed construction plan to be submitted by the contractor. All GFC drawings shall be issued at least one month in advance of scheduled start date of the particular activity as per the agreed construction plan. If the contractor fail to show reasonable progress for the works for which the drawings and details are already available, Then the Owner IITD, through the Engineer In Charge, will take suitable punitive action like withholding the payments due to contractor, which is equivalent to the amount to be withheld for completion of nearest mile stone as per this Notice Inviting Tender. The withheld amount will be released as soon as the corrective action is taken by the Contractor, for making up the time lost due to delay.

The contractor on receipt of detailed drawings for construction, will be required to prepare the mock ups for various items of work, as soon as possible, and get the same

approved from the Owner- IITD and the Architect Consultants. Only after the approval of the mock up, the work of the same item will be taken up at large scale. The Contractor is expected to execute entire work of similar nature, exactly similar to the mock up work in terms of materials used and workmanship desired. The work not matching to the above criteria will be removed and redone to the entire satisfaction of the Owner and the Architect Consultants

#### **CLAUSE.5.4. Insurance**

The Contractor shall at his own expense arrange for all insurance policies, including workmen compensation policy and Contractor's All Risk policy (CAR Policy) in the amount of the Contract effective from the date of commencement of Work(s) and until final completion of the Work(s) also taking into consideration the defects liability period, against all of the following risks.

- (A) *Injuries and damage of persons, property, machinery, equipment, vehicles, animals or things, within or outside the site, arising out of his operations or of any sub-Contractors, nominated or otherwise, or out of any actions of his employees, agents or representatives, limited to Rs. 10,00,000 (Rupees Ten Lakhs) per accident*
- (B) *Injuries to his or any Sub-Contractor's employees.*
- (C) *Damage to or loss of the property, equipment, and materials at site, of the Owner, Contractor and all Sub-Contractors, as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.*
- (D) *Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities, flood, water logging etc.*

The insurance policy or policies to cover risks of every nature shall be in the joint names of the Owner and Contractor, and the original of such policy/ policies shall be lodged with the Engineer-in-Charge. The Contractor shall also lodge the premium receipts with the Engineer-in-Charge, such standing jointly in the names of the Owner and the Contractor.

If the Contractor fails to arrange the requisite insurance or fails to renew the policies, the Owner shall arrange for obtaining the requisite insurance policies and or renew them and recover the cost of all premiums from the Contractor and/or subsequently deduct such amount from the payments due and payable by the Owner to the Contractor from the bills raised by the Contractor in respect of the Work(s) executed.

No certificate of payment shall be issued by the Engineer-in-Charge whether for an interim or of the final bill raised by the Contractor if the Contractor fails to arrange for total insurance cover.

The Contractor shall reinstate in a manner approved by the Engineer-in-Charge all damage of every sort caused entirely at his cost so as to deliver up to the Owner the whole of the Work(s) complete and perfect in all respects, and so certified by the Engineer-in-Charge and also make good or otherwise satisfy all claims for damage to property of third parties.

The Contractor shall be responsible for anything within his control and for all risks and consequences, which are not included in the purview of the insurance policies.

The insurance cover shall stand extended until final completion of the Works and the contract and shall also cover the defects liability period.

The Contractor undertakes not to cancel any insurance policy nor reduce its scope without the written consent of the Engineer-in-Charge.

The Contractor undertakes to file necessary insurance claims jointly with the Owner and also to join the Owner in filing any claim the Owner chooses to.

Payments against all insurance claims shall be received in the name of the Owner and commensurate adjustments shall be made in accounts with the Contractor.

The aforesaid insurance policy/policies shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

The Contractor shall prove to the Engineer-in-Charge from time to time that it has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the end of the defects liability period.

The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractor (if any) and shall be responsible for any claims of losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall also obtain the originals of the policies and the premium receipts from the Sub-Contractor and shall lodge the same with the Engineer-in-Charge.

#### **CLAUSE.5.5. Protection of Persons, Works and Property**

##### **Accident or Injury to Workmen**

The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Owner, his agents or servants.

##### **Accident Prevention:**

(A) General:

In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons preventing damage to or theft or loss of property, materials, supplies, and equipment; and avoiding Work interruptions. For these purposes, the Contractor shall- Provide appropriate safety barricades, signs, and signal lights.

Comply with the standards issued by any statutory bodies having jurisdiction over occupational health and safety and Ensure that any additional measures as required by the Engineer-in-Charge for this purpose.

(B) Records.

The Contractor shall maintain an accurate record of exposure data on all accidents taken place incidental to performance of Work(s) under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft / loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Engineer-in-Charge.

(C) Sub-Contractors:

The Sub-Contractors shall be bound to comply with the clause in the same manner as complied with by the Contractor. In the event of non-compliance by the Sub-

Contractor of such clause, the Contractor shall be responsible for compliance of the Sub-Contractor.

(D) Written program:

Before commencing the Work, the Contractor shall submit to the Engineer-in-Charge a written proposal for implementing this clause,

**Hazardous Material Identification.**

(A) Notification:

The Contractor shall notify the Engineer-in-Charge in writing of all hazardous material 5 days before delivery of the material. This obligation applies to all materials delivered under this contract, which will involve exposure to hazardous materials or items containing these materials.

(B) *Responsibility of Contractor:*

*Neither the requirement of this clause nor any act or failure to act by the Owner shall relieve the Contractor of any responsibility or liability for the safety of Owner, Contractor, or Sub-Contractor's personnel or property.*

(C) Compliance with laws:

The Contractor shall comply with applicable laws, including the Public Liability Insurance Act 1991, Fatal Accident Act 1855, codes, ordinances, and regulations (Including the obtaining of licenses and permits) in connection with hazardous materials. Contractor shall pay fees and other expenses for obtaining such permission or licenses.

(A) Sub-Contractors:

The Contractor shall insert these above clauses, relating to hazardous material, with appropriate changes on entering into contracts or agreements with Sub-Contractors and the sub-contractors shall be bound and be liable to comply with the same, and in the event of non-compliance of the same, the Contractor shall be held liable for damages or otherwise on the acts of the Sub-Contractor in this regard.

**Protection of Property**

1) Vegetation, structures and equipment:

The Contractor shall preserve and protect all structures, equipment, and vegetation on or adjacent to the Work site, and which do not unreasonably interfere with the Work required under this contract and shall not be removed by the Contractor. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place.

2) Utilities and improvements:

The Contractor shall protect from damage and have all existing infrastructure and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall be liable to repair any damage caused to those facilities, including

those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Engineer-in-Charge may have the necessary Work performed and charge the cost to the Contractor or reduce such amounts from the bills of the Contractor due and payable by the Owner.

**3) Watchmen and Security**

The Contractor shall provide sufficient personnel and materials to provide adequate protection to the property and personnel at the site, in transit and stored goods/materials including but not limited to measures specifically required by and under the Contract Documents and any security requirements under this contract.

**Corrective Action**

**(A) Authority to Stop Work:**

The Engineer-in-Charge shall notify the Contractor of any non-compliance with the safety and property protection measures as required under this contract of which the Engineer-in-Charge becomes aware and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's authorized representative at the site of the Work shall be deemed sufficient notice of non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take necessary steps to correct the action. If the Contractor fails or refuses to take corrective action promptly, the Engineer-in-Charge shall at his discretion after due consultation with the Owner may issue an order stopping all or part of the Work(s) until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop Work order issued under these circumstances.

**(B) Rectification:**

The Contractor shall be solely responsible to make good at his cost any damage to the Works, property of the Owner and/or any adjacent property, to the satisfaction of the Engineer-in-Charge. In case the contractor fails to do so within a reasonable time the Engineer-in-Charge shall get the same executed at the risk & cost of the contractor & deduct the same from his due payments.

**CLAUSE.5.6. Site Security:**

The Contractor shall be deemed to be in possession of the Works site and shall be responsible for its total security, and shall ensure that all materials, sheds, equipment, plant, tools, etc; whether his own or belonging to any Sub-Contractor, are well protected.

**(A) The Contractor shall at his own cost install and maintain sufficient security fences and gates and employ full time round-the-clock security personnel to prevent the Works site from and against the intrusion of the public or any other unauthorized persons or vehicles.**

**(B) Total security of the site, property, and materials shall be the sole responsibility of the Contractor. The presence of his consultants representatives, or the IITD's security**

personnel shall in no way relieve or absolve the Contractor of his responsibilities in ensuring the security and protection of the site and everything stored or lying thereon

**CLAUSE.5.7. Warranty/Guarantee**

The Contractor shall be responsible for the proper performance of the Work(s), including installations and systems, as specified under the Contract Documents.

Subject to Clause the Contractor shall, at his own cost and in the shortest possible time, repair and remove any defect or deficiency in the Works, which may appear prior to or during the defect liability period, to the satisfaction of the Engineer-in-Charge.

A guarantee will be given by the Contractor for the complete installation of the Works including its functioning, replacement of parts etc. as specified under the Contract Documents.

All the Guarantees referred above shall commence from the date of Completion Certificate.

**CLAUSE.5.8. Contractor's Responsibilities and Work Control**

The Contractor shall have complete control of the Works and shall effectively and diligently control, direct and supervise his employees, supervisors, subordinates and Sub-Contractor(s) so as to ensure timely completion of the Works in order and in conformity with the Contract Documents. It shall be the sole responsibility of the Contractor for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work, whether carried out by the Contractor or any Sub-Contractor.

The Contractor shall provide adequate, qualified and experienced personnel for the proper superintendence and execution of the Works until completion. The category and strength of such personnel shall be determined by the Engineer-in-Charge, and such approved site organization strength shall be maintained by the Contractor at all times until completion of Work(s), and also during defects liability period and as may be decided by the Engineer-in-Charge.

The Contractor shall be responsible for the design, erection, operation, maintenance and removal of temporary structures and other facilities at his own cost during completion of the Works. Any approval sought, given or implied, regarding sufficiency, stability and safety of temporary staging and facilities, shall in any way not relieve the Contractor of his responsibility.

- (A) The Contractor shall study all Contract Documents and promptly report to the Engineer-in-Charge any non-conformity, discrepancy, inconsistency or omission he may discover in the same. In the event of such discovery, the Contractor shall not proceed with the affected Works until he has received due corrections and clearances from the Engineer-in-Charge.



(B) The Contractor shall be deemed to have thoroughly studied and satisfied himself regarding Contract Documents and particularly all drawings before commencement of the Work(s). Should any discrepancy or error be discovered during execution of parts of the Work(s) necessitating demolition, repairs or reconstruction, all such remedial measures shall be carried out only with the approval of the Engineer-in-Charge and entirely at the cost of the Contractor. In such an event the Contractor shall neither claim any extra payment nor any extension of time for any delay caused by virtue of such demolition, repairs and reconstruction.

Any instructions given to the Contractor's supervisory staff by the Engineer-in-Charge shall be deemed to have been given to the Contractor. Instructions that involve any variations in design or specifications and which may have a bearing on time and cost shall be through a written Change Order by the Engineer-in-Charge and at rates agreed in writing prior to implementation

The Contractor shall at his own cost, obtain any permits or authorizations necessary for the execution of the Work and obtaining any permits or approvals for the works executed by him, from all concerned statutory and Owner Authorities/Authority's, including but not limited to Municipal bodies, Electrical Authority, Fire Service Authorities etc.

The Contractor shall not be entitled to claim additional sums on account of having to work overtime in order to complete an operation that cannot be interrupted, for working in extended shifts / night shifts /holidays.

In the event the Contractor chooses to work overtime, in extended night shifts as and by way of overtime either by working extended/night shifts or morning or holidays in order to complete the Work(s) within the specified period or on holidays, he shall do so by obtaining prior written approval from the Engineer-in-Charge at least twenty-four hours in advance. The Contractor moreover shall ensure that in any of the above circumstances he maintains the full-agreed strength of his supervisory staff.

The Contractor shall take all necessary precautions to protect the site and Works, materials, plant and equipment, whether his own or belonging to the Owner or any Sub-Contractors, against hazards of fire, rains, floods, landslides, underground water, accidents, etc.

The Contractor shall not be permitted to replace nor remove his Project Manager/Project Engineer / Site Engineer etc. from the site without the prior written approval of the Engineer-in-Charge.

### **Submittals**

- 1) “Shop drawings” means those drawings or other documents, which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation and are submitted to the Owner to indicate the Contractor’s intended method of achieving the end result required by the Contract Drawings and Specifications.
- 2) “Project data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.
- 3) “Samples” are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4) “Other submittals” includes progress schedules, setting drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Owner.

### **Schedules of Submittals**

Promptly after contract award the Contractor shall submit to the Engineer-in-Charge the submittal schedule showing when shop drawings, product data, samples and other submittals required by and under the Tender Documents would be submitted for the approval of the Engineer-in-Charge.

### **Review and approval of submittals by Contractor**

The Contractor shall co-ordinate and compile all submittals required by and under the Contract Documents, and thoroughly check them for accuracy, completeness, and compliance in accordance with contract requirements and shall indicate his approval thereon in the form required by the Contract Documents as evidence of such co-ordination and checking. Submittals to the Engineer-in-Charge without the approval of the Contractor shall be returned by the Engineer-in-Charge for resubmission. Submission of shop drawings, product data or samples shall constitute a representation that the Contractor has agreed to, asserted and guaranteed that the assemblies, products or materials indicated therein will be available in a timely manner and in the quantities required for the project as set out under the Contract Documents.

### **Submission**

All submittals shall be in English language, and any system of dimensions (i.e.; English or metric) shown shall be consistent with that used in the Contract Documents. The Contractor shall submit all Submittals in the form and number required by the Contract Documents within required time limits and sufficiently in advance of construction requirements to permit adequate review by the Owner for correction, approval and resubmission if required. No extension of time shall be allowed on account of any delay by the Owner in approving such submittals, if the

Contractor has failed to act promptly and responsively in making his submissions. Each submittal shall be identified as required by the Contract Documents.

### **Action on Submittals**

The Engineer-in-Charge will indicate an approval or disapproval of the Submittals for and on behalf of the Owner requiring approval by the Owner and if not approved as submitted shall indicate the Owner's reasons thereof. Approval by the Engineer-in-Charge shall not relieve the Contractor from responsibility for any errors or omissions in his submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described by the Contractor and approved in accordance with "Variations in Submittals" Clause. The approval of the Engineer-in-Charge on the submittals will be for general compliance with the intent of the Contract Documents and with the information given therein, and shall not be construed

- (A) As permitting any departure from the contract requirements
- (B) As relieving the Contractor of responsibilities for any error including details, dimensions, materials, etc. and
- (C) As approving departures from details appearing on Contract 'Drawings and Specifications.

Where approval of Submittals is required, the Contractor shall perform the Work in accordance with such approved Submittals. Any Work performed by the Contractor prior to such approval by the Engineer-in-Charge shall be at the sole risk and liability of the Contractor.

### **Variation in Submittals**

If Submittals contain any variations from the contract requirements, other than those requested on previous submittals, the Contractor shall specifically describe such variations in writing and the reasons thereof to the Engineer-in-Charge. If the approval of any such variation affects the Contract Price or the Completion time of the Contract, the Engineer-in-Charge shall issue an appropriate Contract modification. Otherwise, the variation may be approved by the Engineer-in-Charge, only by specific reference thereto in writing. The Contractor shall not be entitled to rely on general approval of a submittal as an approval of variations of requirements of the Contractor. If the Contractor fails to describe such variations and shall not be relieved from the responsibilities of executing the Work in accordance with the contract, notwithstanding a general approval of such submittals. Nothing contained herein shall relieve the Contractor of the responsibility of notifying the Engineer-in-Charge of any part of the Contract Drawings or Specifications, which the Contractor knows or reasonably should have known which could result in defects under construction.

### **Use of submittals**

The Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data and other submittals delivered under this contract.

### **Placement of Orders**

The Contractor shall place orders for items requiring a sample or product data submittal promptly after receiving the written approval of the submittal by the Engineer-in-Charge. No such materials or products shall be ordered or used in the Work until such written approval by the Engineer-in-Charge has been given. In the event such materials or products pre ordered or used in the Works without the written approval of the Engineer-in-Charge, the same shall be at the risks, consequences, liability and costs of the Contractor.

### **Use and testing of samples**

- (A) *Use:*
- (B) *Approved samples not destroyed in testing will be sent to Engineer-in-Charge. Those samples, which are in good condition, will be marked for identification and may be used in the Works. Materials and equipment incorporated in the Work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing nor approved will be returned to the Contractor at the expense of the Contractor if so requested at the time of submission.*
- (C) Failure of samples to pass specified tests:

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.
- (D) Taking and testing of samples:

Samples of various materials or equipment delivered on the site or in place may be taken by the Engineer-in-Charge for additional testing by the Owner outside of those found not to have met contract requirements, unless the Engineer-in-Charge determines it to be in the Owner's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract Price/Value as determined by the Engineer-in-Charge.
- (E) Cost of additional testing:

Unless otherwise specified, when additional tests are made, only one test of each set of sample proposed for use will be made at the expense of the Contractor. Samples, which do not meet contract requirements, will be rejected. Further testing of additional samples, if required, will be made at the expense and costs of the Contractor.

## **CLAUSE.5.9. Co-operation with other contractors/specialized agencies/sub-contractors**

### **5.9.1 Co-ordination with other contractors.**

Number of other contractors namely, Main Civil Contractor, Electrical Infrastructure Contractor, HVAC Contractors, ELV Contractor, Landscape contractor, Interior Contractor etc. are working at site for their respective jobs. The Kitchen Equipment Contractor shall be working at site in close coordination with all the other contractors listed above and other people working at site. The Kitchen Equipment Contractor, before finally covering up his works related will allow other agencies to complete all

their respective jobs and activities of Plumbing service piping, Electrical Cabling, ELV and Data Cabling, HVAC Ducting and Piping, Fire Fighting Piping systems, Fire alarms and Public Address systems, Interior works etc. and any other services which are required to be concealed or fixed on to the False ceiling, partitions, workstations etc. All these works will be taken up simultaneously and all the respective contractors are expected to facilitate the works of other contractors un hindered and smoothly. The Detailed work program for all the activities, including the mention of inter-dependency with other contractors' activities, will be submitted by the Kitchen Equipment contractor to the Engineer In charge. Engineer In charge may make necessary changes in the work program so as to the works and activities of all contractors are carried out smoothly and un hindered. The Kitchen Equipment contractor is bound to accommodate such changes in work program and modify the same suitably.

#### 5.9.2.

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to his work site. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to observe the environmental related restrictions imposed by Govt. of Delhi as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that, as far as possible, no disturbance is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. **Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints.** Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the Owner against any claim(s) arising out of such disputes. The Contractor shall:

- (i) Allow use of scaffolding, toilets, sheds etc.
- (ii) Properly co-ordinate their work with the work of other Contractors.

- (iii) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- (iv) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- (v) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, and firefighting, information technology, communication & electronics and any other services.

The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or remove so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

#### **Specialized Agencies**

It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Owner. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

#### **CLAUSE.5.10. RATES**

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies,labour cess ,as applicable (but excluding GST ). GST to be indicated separately. No foreign exchange shall be made available by the Owner for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / Laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, and other storage, steel fabrication yard, etc. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the Labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

Rate shall be including of Liaison work required, if any, in this regard with the local bodies. Nothing extra shall be payable on this account. Statutory charges, fees etc. required to be paid to the local bodies in this connection shall only be payable by the Owner or shall be reimbursable to the contractor on production of proof of actual payment made by him.

**CLAUSE.5.11. Inspection and rectification of Works**

**Access:**

The Owner and their authorized agents and representatives shall at all times have access to the site and other locations where parts of the Work are under preparation.

**Contractor tests:**

The Contractor shall notify the Engineer-in-Charge well in advance, of tests and inspections to be carried out, and shall obtain his written approval wherever so stipulated before proceeding with the Works.

**Inspections:**

The Contractor shall maintain an adequate inspection system and perform such inspections from time to time as will ensure that the Work called for by this contract conforms to contract requirements and does not result in any deviation. The Contractor shall maintain complete inspection records and make them available to the Owner. All Work shall be conducted under the general direction of the Contractor and is subject to Owner's inspection and test at all places and at all reasonable times before final completion and acceptance with a view to ensure strict compliance with the terms and conditions of the contract.

**Owner's inspections and tests:**

Inspections and tests conducted by or on behalf of the Owner are for the sole benefit of the Owner and do not:-

- (A) *Relieve the Contractor of responsibility for providing adequate quality control measures,*
- (B) *Relieve the Contractor of responsibility for damage to or loss of the material before final completion and acceptance of the Work;*
- (C) *Constitute or imply acceptance. Or.*
- (D) *Affect the continuing rights of the Owner after acceptance of completed Work.*

**Owner inspectors:**

The presence or absence of an Owner's inspector does not relieve the Contractor from any of the obligations under the contract nor is the inspector authorized to change any term or condition of the contract.

**Performance of inspections and tests:**



The Contractor shall promptly furnish, without an additional charge all facilities, labour, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer-in-Charge as per the terms of the Contract. The Owner may charge to the Contractor any additional cost of inspection or testing when work is not ready at the time specified by the Contractor for inspection or testing, when prior rejection makes re inspection or retesting necessary. The Owner shall perform all its inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract Documents.

The Contractor shall be solely responsible for the protection of all finished surfaces and Works so as to avoid any repairs and shall deliver to the Owner upon final completion the Works free of any blemish, defect or damage.

5.11.1 In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the other agency as and when required by IITD in addition of the Engineer-in-charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

5.11.2 Inspection of the work by Design consultants appointed by the IITD.

- (i) The design consultant appointed by IITD shall be inspecting the works frequently to ensure that the works are in general being executed according to the design, drawings and specifications laid down in the contract.
- (ii) The design consultant appointed by IITD shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

**CLAUSE.5.12. Rejected Work**

The Design Consultant and/or Engineer-in-Charge/or Owner shall be authorized to reject any Work, which in their/his opinion is not in conformity to the specifications set out in the Contract Documents. The decision of the Design Consultant /Engineer-in-Charge in this regard shall be final and binding on the Contractor.

Defective Work whether caused due to poor workmanship, use of sub-standard materials, or on account of damage or for any other reason whatsoever, whether caused by the Contractor and/or the Sub-Contractor may be rejected by the Design Consultant/Engineer-in-Charge and shall be demolished by the Contractor and removed promptly from the site and replaced or re-executed expeditiously by the Contractor at his own cost. The Owner, Design Consultant and the Engineer-in-Charge shall in no event be responsible to bear any costs/liability arising on account of such defective workmanship.

If in the opinion of the Engineer-in-Charge/ Design Consultant, it is not expedient nor feasible to correct the defective Work, the Owner shall be entitled to deduct from

monies due to the Contractor, the difference in value between the executed Work and that required under the Contract, such amount of which shall be determined by the Engineer-in-Charge in due consultation with the Owner.

**CLAUSE.5.13. Limit of price Adjustment**

Provided that, in determining all such price adjustment in accordance with the aforesaid sub-clauses:

- (A) No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor.
- (B) If the contractor fails to complete the work within time for completion, The Price adjustment will be paid to contractor only if an extension of time is granted without imposing Penalty for delay. In all such cases, calculation for increase or decrease of cost of specified materials, payable to contractor, shall be made using either the indices or prices relating to prescribed time for completion, or the current indices or prices, whichever is more favourable to the Owner, provided that the above position shall apply to the adjustment made after expiry of such extension of time.
- (C) On completion of the works and before final payment the contractor shall give a certificate that he has made full and complete disclosure to the Engineer-in-Charge of every increase or decrease in price obtained by him on materials affected by this clause.

**CLAUSE.5.14. Exemption from price Adjustment**

The following items shall not be included in the price adjustment calculation:

- (A) *Liquidated damages:*
- (B) *Retention withheld and released:*
- (C) *Advance payments in the form of loans and their repayments:*
- (D) *The value of any additional or varied work valued at current prices:*

**CLAUSE.5.15. SPECIFICATIONS**

In the case of any class of work for which there is no such specifications as referred to in detailed specification, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per C.P.W.D./District/ state P.W.D. / Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge. Specifications for a type of work are not covered by the detailed specifications/State P.W.D. specifications/I.S.I specifications or particular specifications, the same shall be decided by the engineer-in-charge and shall be binding on the contractor.

The engineer-in-charge shall have the power to insist upon the contractor to purchase and use such materials of particular approved make which may in this opinion be

necessary for proper and reasonable compliance with the specifications and execution of work.

In the event of any variation/discrepancy in the drawings, specification and tender documents, the decision of the Engineer In charge shall be final, binding and conclusive on the contractor.

- (A) *As required by the Engineer-in-charge, the contractor shall provide all facilities at site or at manufactures work or an approved Laboratory for testing of materials and/or workmanship, all the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the engineer-in-charge submit that the materials have been tested in accordance with requirements of the specifications.*
- (B) *Neither the confirmation by the engineer-in-charge not to test the materials nor the production of manufacturer(s) certificate etc. as aforesaid shall affect the right of the engineer-in-charge to reject, after delivery; the materials found not in accordance with the specifications.*

**CLAUSE.5.16. Contractor shall submit fabrication/ shop drawings for obtaining approval**

The contractor shall submit fabrication drawing based on GA drawings and design parameters given by the Design Consultants, in triplicate for obtaining preliminary approval of the Engineer-in-Charge for all design drawing of structural steel element already issued to him. One copy of this drawing duly corrected and signed wherever necessary by Design Consultants will be returned to the contractor for preparing and resubmitting drawing after incorporating the said corrections again in triplicate for final approval. Along with the completion and approval of each fabrication drawing the contractor shall also submit the materials list for checking and approval to the Engineer-in-charge. No drawing shall be approved finally without material list. Once the drawing, if finally approved no request for any alternative section will be entertained. The contractor shall submit to Engineer in Charge 6 copies of all approved drawings out of which 3 copies will be issued back to the contractor for the execution of work. The contractor shall also submit copies of design calculations for the designs of joints. All joints shall be designed for full strength of members, unless otherwise specified. Approval of fabrication drawings however will not absolve the contractor of his responsibility for the safety and correctness of the fabrication.

**CLAUSE.5.17. QUALITY ASSURANCE**

- 5.17.1 The proposed project is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items will specially require engagement of skilled workers having experience particularly in execution of such items.
- 5.17.2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though

approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

In addition to the supervision of work by project management consultants, the design consultants appointed by the IITD shall also be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by engineer in charge to the contractor. Upon receipt of instructions from Engineer in Charge these are also to be made good by necessary improvement, rectification, replacement up to his complete satisfaction. Special attention shall be paid towards line and level to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

- 5.17.3 The Contractor shall submit, within 20 days after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in- Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.
- 5.17.4 The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in-Charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after written approval of the Engineer-in-Charge. All materials shall be got checked by the Engineer-in-Charge or his authorized supervisory staff on receipt of the same at site before use.
- 5.17.5 The tests, as necessary, shall be conducted in the Laboratory approved by the Engineer-in- Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Engineer-in-Charge or his authorized representative.

- 5.17.6 The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above.
- 5.17.7 The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor .The Contractor or his authorized representative shall remain in contact with the Engineer-in-Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- 5.17.8 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.
- 5.17.9 The contractor shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 5.17.10 The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in- Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

**Defects Liability Period:**

1. Defects liability period shall be taken as 12 months from the date of virtual completion of the Project as a whole (as defined in the contract agreement) wherein all the defects shall be rectified by the contractor at his own cost.

## **SECTION 6**

# **SAFETY CODES AND RULES**

All safety standards must be followed and safety precautions must be taken during the execution of the works . All safeties for the equipment supplied must be ensured and in position The PMC of the project has prepared an EHS manual and exhaustive process and guidelines for the EHS implementation plan at site. The documents and the manual containing these process and guidelines are enclosed separately with the tender documents as “EHS Manual”. Contractors are expected to go through all the provisions of this EHS manual and apprise themselves of these requirements before submitting their tenders as they would be required during the execution of the project to strictly adhere to those guidelines, provisions and processes.

**Form- K CHECK LIST FOR TENDERER**

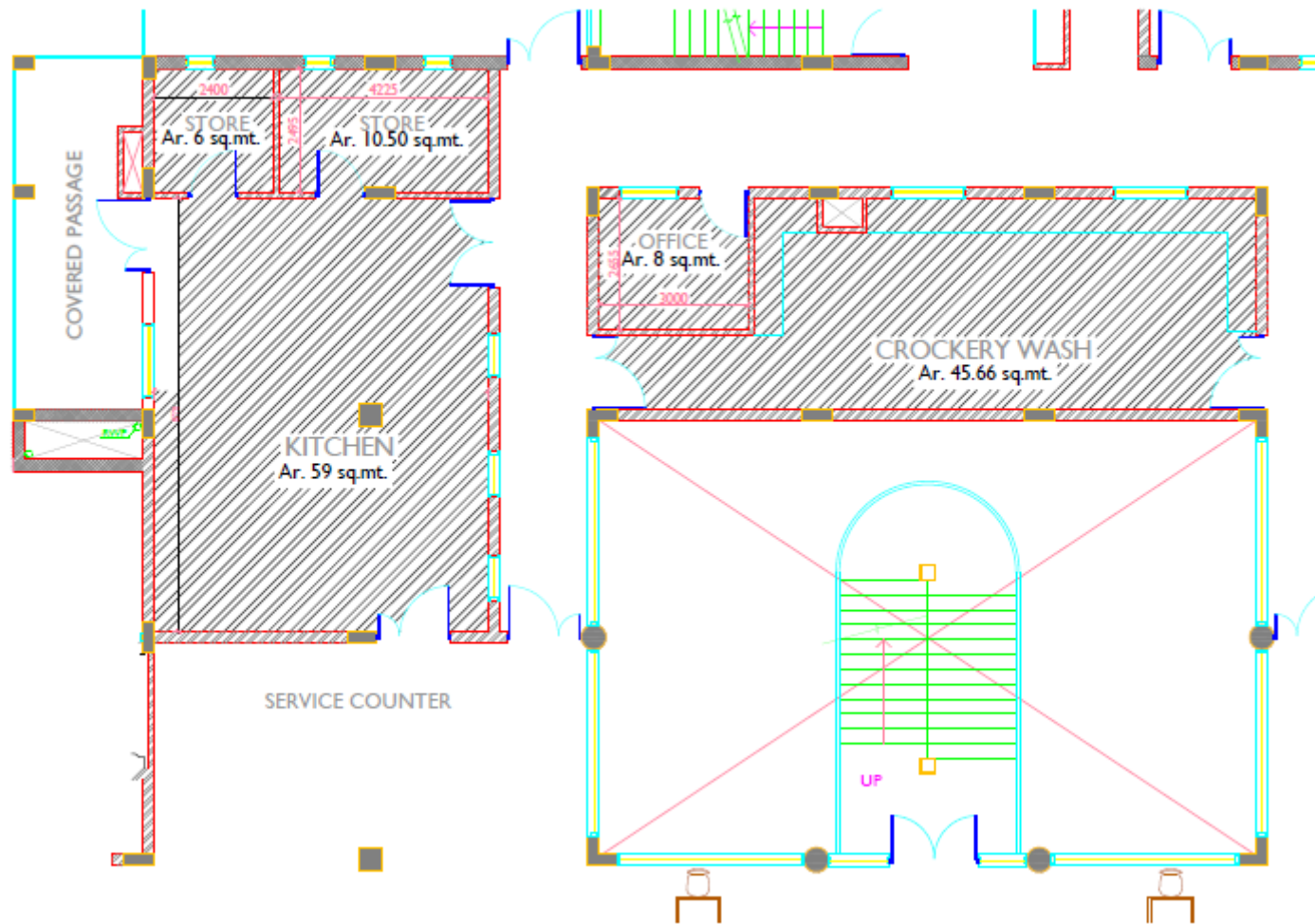
Sr.No.	Check Item	Yes/No	No of Pages
	<b>Received and studied the following documents</b>		
	Main Tender Document including the NIT, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Tender Forms & Formats in the soft copy .pdf form		
	Bill of Quantities in the xlsx format containing ..... work sheets in one workbook. The last row number with relevant data in various sheets in the work book are .....		
	Total number of tender drawings as per drawing list received and studied		
	Cover letter is complete on the company letterhead and signed by the authorized signatory and stamped with company seal.		
	The tender being filled is in total compliance with the terms specified and there is no assumption of any special condition in addition to what has been specified in the tender documents by the owners		
<b>Envelope 1: Earnest Money and Tender fee</b>			
	EMD for the total amount		
	Tender Fee Receipt		
	Envelope marked as Envelope 1 on Top and titled as “Earnest Money and Tender fee”		
	Envelop 1 is sealed and signed		
	Copy of check list		
<b>Envelope 2 will contain the following documents and will be titled “Eligibility Documents”</b>			
	<b>Pre Qualification Documents</b>		
	Documents certified by a chartered accountant in support of Average Annual Financial Turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year has been submitted and the average annual financial turnover is more than or equal to 80% of the estimated cost		
	Documents in support of having successfully completed similar works during last 7 years as mentioned below Execution of similar works in educational institutions will have weightage in the evaluation of the tenders. If the work is in private organization, TDS certificate is to be submitted.  Three similar completed works costing not less than the		

**Form- K CHECK LIST FOR TENDERER**

Sr.No.	Check Item	Yes/No	No of Pages
	amount equal to 40% of the estimated cost or two similar completed works costing not less than the amount equal to 60% of the estimated cost or one similar completed work costing not less than the amount equal to 80% of the estimated cost.		
	Proof of having completed at least one Building work with allied facility costing not less than 40% of the estimated project cost with some Central/State Government Department/ Autonomous Body/Central Public Sector Undertaking/ State Public Sector Under taking or any other project which has been funded more than 50% by a fund of public nature		
	Solvency Certificate for at least 40% of the estimated value of the work		
	Form A to J completed, signed, stamped and put together in envelope 2		
	Signed and stamped all the pages in Volume 1 of the tender document (NIT, summary of the tender, Instructions to tenderers, GCC and SCC)		
	Signed and stamped all the pages in Volume 2 of the tender documents (Pre-amble, technical specifications		
	Signed and stamped all the drawings		
	All these documents put together in envelope 2 marked as Envelope 2 on Top and titled as “Eligibility Documents”		
	Envelop2 is sealed and signed		
<b>ENVELOPE 3 FOR FINANCIAL TENDER</b>			
	Rates for all the items in the Bill of Quantities filled in hard copy of the same with signature and seal on all the pages is being submitted in envelope		
	Envelope marked as Envelope for Financial Tender on Top and titled as “ <b>Financial Tender</b> ” for the “Tender for development of Permanent Campus for IIITD”		
	Envelop is sealed, signed and stamped		







# Drawing

## BILL OF QUANTITIES

S.No.	SITC OF ITEM	Description	Size	Qty.	Unit	RATE	AMOUNT
	<b>Veg. Preparation Area</b>						
1	Work Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both side excepting sides with splash back raised 150 above the working height of 850mm bent 25mm at 90deg.and down 12mm.</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	600x750x850+150	1	nos		
2	Large Sink Unit	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both sides excepting sides with splash back raised 150mm above the working height of 850mm bent 25mm at 90deg.and down 25mm.</li> <li>• 1" Dia. SS Pipe Cross Bracing on back &amp; sides, front open</li> <li>• sink in 16swg thick s.s. sheet of size 1050x600x300mm with all corners coved 38mm dia CP drain wastes</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1200x750x850+150	1	nos		

3	Work Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both side excepting sides with splash back raised 150 above the working height of 850mm bent 25mm at 90deg.and down 12mm.</li> <li>• shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1050x750x850+150	1	nos		
4	Chopping Board Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both side excepting sides with splash back raised 150mm above the working height of 850mm bent 25mm at 90deg.and down 12mm. Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> <li>• Nylon chopping board of 50mm thick</li> </ul>	600x600x850+150	1	nos		

5	Work Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both side excepting sides with splash back raised 150 above the working height of 850mm bent 25mm at 90deg .and down 12mm.</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1050x600x850+150	1	nos		
6	Veg. Cutting Machine	Five blade attachment unit	Table Top	1	nos		
	<b>Bulk Cooking Area</b>						
7	Tilting Rice Cooker	<ul style="list-style-type: none"> <li>• Bowl 100 ltr capacity made of 16 Swg sides with 12 swg bottom fitted with 8 mm m.s. plate</li> <li>• Gas operated</li> <li>• 40mm Glass Insulation</li> <li>• 50mm dia. Ss pipe legs with flanges</li> <li>• Wheel with handle for worm gear tilting mechanism</li> </ul>	100 Ltrs	1	nos		
8	Work Table W/ Sink	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both sides excepting sides with splash back raised 150mm above the working height of 850mm bent 25mm at 90deg.and down 12mm.</li> <li>• 1" Dia. SS Pipe Cross Bracing on back &amp; sides, front open,</li> <li>• sink in 16swg thick s.s. sheet of size600x600x250mm with all corners covered</li> <li>• 38mm dia CP drain wastes</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	750x750x850+150	1	nos		

9	LOW HT. TABLE	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides.</li> <li>• 1" Dia. SS Pipe Cross Bracing on all sides.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	600X750X600	1	nos		
10	THREE BURNER COOKING RANGE	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides</li> <li>• 1" Dia. SS Pipe Cross Bracing on all sides.</li> <li>• Heavy duty removable grates of cast iron of size16"x16"</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> <li>• slide out drip trays of 0.9mm thick s.s. sheet with 16swg thick s.s. handle.</li> <li>• T35 burner with pilot flames.</li> <li>• individual needle control valves for burner and pilot flame recessed valves</li> </ul>	1500X600X850	1	nos		
11	WORK TABLE	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	600X600X850	1	nos		

12	TWO BURNER COOKING RANGE	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides 1" Dia. SS Pipe Cross Bracing on all sides. Heavy duty removable grates of cast iron of size16"x16"</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> <li>• slide out drip trays of 0.9mm thick s.s. sheet with 16swg thick s.s. handle.</li> <li>• T35 burner with pilot flames.</li> <li>• individual needle control valves for burner and pilot flame recessed valves</li> </ul>	1200X600X850	1	nos		
	<b>Chappati Section</b>						
13	Chappati Rolling Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1200x600x850	2	nos		

14	Chappati Plate	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides.</li> <li>• 1" Dia. SS Pipe Cross Bracing on all sides.</li> <li>• Cooking surface made of 12mm thick polished m.s. plate</li> <li>• Front Pannel made of 18swg thick s.s. sheet &amp; sides / back in 20swg s.s. sheet</li> <li>• 2 nos. V shaped ribbon burners of 40000btu's / hr. capacity each, burner brackets of 25x25x3mm m.s. angles with facility for removing burners</li> <li>• slide out grease tray of 0.9mm thick s.s. sheet</li> <li>• individual needle control valves for each burner and pilot flame</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> <li>• 12" wide puffer plate on RHS.</li> </ul>	1200x600x850	1	nos		
15	Chappati Collection Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on all sides</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> <li>•</li> </ul>	1200x600x850	1	nos		



	<b>Dry Store</b>						
16	Atta/Maida/Rice Bin	Bin made of 18 swg ss sheett 4" dia castor wheel Ss lid half openable made of 20 swg	600x600x600	6	nos		
17	Storage Rack	<ul style="list-style-type: none"> <li>Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 1 ½" and in ½" with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 6" above floor.</li> <li>38mm Dia. SS Vertical pipe with adjustable bullet feet.</li> </ul>	900x450x1800	5	nos		
18	Weighing Scale	<ul style="list-style-type: none"> <li>Electronic weighing scale</li> </ul>	300 Kg.	1	nos		
	<b>Dish Wash</b>						
19	Dirty Dish Landing Table W/ Garbage Chute	<ul style="list-style-type: none"> <li>Top in 16swg SS Sheet raised up @ 45 deg. bent down 50mm and in 12mm on front &amp; both sides excepting sides with splash back raised 150mm above the working height of 850mm bent 25mm at 90deg.and down 12mm. integrated garbage chutes of size 150dia x 100mm height in 16swg s.s. sheet</li> <li>1" dia. ss pipe cross bracing on back &amp; both sides, front open.</li> <li>Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1650x600x850+150	1	nos		

20	Two Sink Unit	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both sides excepting sides with splash back raised 50mm above the working height of 850mm bent 25mm at 90deg.and down 25mm.</li> <li>• 1" Dia. SS Pipe Cross Bracing on back &amp; sides, front open</li> <li>• sink in 16swg thick s.s. sheet of size 600x600x300mm with all corners coved</li> <li>• 38mm dia CP drain wastes</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1500x750x850+150	1	nos		
s21	Clean Dish Table	<ul style="list-style-type: none"> <li>• Top in 16swg SS Sheet bent down 50mm and in 12mm on front &amp; both side excepting sides with splash back raised 150 above the working height of 850mm bent 25mm at 90deg.and down 12mm.</li> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 38mm and in 12mm with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottom shelf shall be provided 150 above floor.</li> <li>• Structure 35x35x5mm MS angle duly painted with rust proof paint.</li> <li>• Legs will be made of 38mm Dia. S.S. pipe with adjustable bullet feet.</li> </ul>	1150x600x850+150	1	nos		
22	Clean Dish Rack	<ul style="list-style-type: none"> <li>• Shelves shall be constructed of no. 18swg stainless steel and shall have all sides turned down 1 ½" and in ½" with resultant ends closed, welded and ground smooth. Underside shall be reinforced with 12/25x100x25/12 inverted channels. Bottomshelf shall be provided 6" above floor.</li> <li>• 38mm Dia. SS Vertical pipe with adjustable bullet feet.</li> </ul>	900x450x1800	3	nos		

	<b>Veg. Store</b>						
23	Storage Rack	<ul style="list-style-type: none"> <li>Shelves shall be constructed of SS wire mesh with framee work of 7 MM SS Rod. Bottom shelf shall be provided 6" above floor.</li> <li>38mm Dia. SS Vertical pipe with adjustable bullet feet.</li> </ul>	900x450x1800	5	nos		
	<b>Wet Area</b>						
24	Dough Kneader	<ul style="list-style-type: none"> <li>Body completely constructed of heavy duty cast iron with gear box mounted on the top the mixing bowl of ss sheet 14 swg with handle</li> <li>the dough kneading machine is comes with single attachment</li> <li>the machine is operated electrically with a motor of 1hp. on single phase.</li> </ul>	25 Kg.	1	nos		
25	Pulveriser	<ul style="list-style-type: none"> <li>SS body with stand &amp; top loading</li> <li>Front accessible doors</li> <li>1.5 HP motor</li> </ul>		2	nos		
26	Potato Peelar	<ul style="list-style-type: none"> <li>SS drum with emry lining inside</li> <li>2 HP electric motor</li> <li>SS Exit door with continuous water supply socket</li> </ul>	10 Kg.	1	nos		
27	WET GRINDER	<ul style="list-style-type: none"> <li>SS rotating drum with ss covering</li> <li>Heavy duty gear box with 2 HP motor crompton make 220V</li> </ul>	10Ltrs.	1	nos		
	<b>Pot Wash Area</b>						
28	Pot Rack	<ul style="list-style-type: none"> <li>Shelves shall be constructed of 25mm Dia. stainless steel l pipe . .</li> <li>38mm Dia. SS Vertical pipe with adjustable bullet feet.</li> </ul>	1200x600x1200	1	nos		

29	Providing & fixing electrical panel for kitchen as per SLD	SITC of electrical panel for all the power outlets as required for the kitchen equipment complete. Shop drawing to be submitted by vendor for approval prior to execution.		1	nos		
30	Providing & Fixing, testing & commissioning of Gas pipeworks with Ms "C" classes ERW pipe	Gas piping as per Is: 1239 including all forged/seamless fittings, valves ,copper pipes for connections, steel Elbows complete as per standards and requirements of IGL, GAIL, fire & explosive department including approvals as required.		10	m		
31	Three sink unit:	<ul style="list-style-type: none"> <li>• Top and sink made of 16swg. SS sheet and bottam shelf of 18swg. SS sheet 304,</li> <li>• legs will be made of ss round pipe with nylon adjustable feet. (size-72'x27'x34'+6)</li> </ul>		1	no		
32	Three sink unit:	<ul style="list-style-type: none"> <li>• Top and sink made of 16swg. SS sheet and bottam shelf of 18swg.</li> <li>• SS sheet 304, legs will be made of ss round pipe with nylon adjustable feet.(size-60'x24'x34'+6)</li> </ul>		1	no		
		<b>Total including freight cartage loading unloading lifting complete</b>					
		<b>GST</b>					
		<b>Total including GST</b>					

In words \_\_\_\_\_

