

TENDER NO: 9/2019 Dated 30/7/2019



NOTICE INVITING TENDER

**FOR
HOSTEL CHAIRS AT IIITD CAMPUS AT OKHLA PHASE-III
NEW DELHI-110020**

*INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY,
IIITD Campus Okhla Phase III New Delhi
Website: <http://www.iiitd.ac.in>*

INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY
IIITD CAMPUS
NEW DELHI

Dated: 30.07.2019

TENDER NOTICE

1. Last Date & Time of issue of tender documents from: **30.07.2019**
2. Last Date & Time of receipt of tender: **09.08.2019 up to 3.00 p.m**

Registrar IIITD invites sealed item rate tenders from eligible specialized manufacturers / authorized agencies /contractors for similar works.

Name of work: Works **of Fabrication & Supply of Hostel Chairs** IIIT-D Campus at Okhla III New Delhi. 110020.

Location: All floors of G+10 Hostel H2 block

Time of completion: One month

Earnest Money Deposit: **Rs. 26,000/- (Rupees Twenty Six Thousand only)** is to be submitted with tender document as earnest money in **Envelope-1**. The above payment shall be made in the shape of deposit or pay order/ demand draft of a scheduled bank issued in favour of **IIITD Collections** payable at New Delhi.

Tender documents can be downloaded from IIITD website (www.iiitd.ac.in) and submitted with non- refundable DD of **Rs. 500/- in** favour of IIITD Collections as cost of tender.

1. The tenders shall be placed in sealed envelopes with a name of work and due date written on the envelope and addressed to Registrar, IIITD.. Complete tender documents shall be submitted by the approved contractors in two envelopes. **First envelope** shall contain the earnest money in the shape of Demand Draft / Pay Order of a scheduled Bank requisite shape as per condition & Prequalification Section with eligibility criteria and cost of tender as stated above in case of the downloaded version.
2. The applications not supported with requisite experience certificates, GST registration certificate, TIN no. and ITCC **in Envelope-1** shall not be entertained.
4. The **second envelope** shall contain the financial bids including Tender Section ,Priced Schedule of Quantities, Form of Tender, Conditions of Tender, Articles of Agreement, Brief Specifications, Condition of contract, Drawings all duly signed by the authorized signatory of the firms.
5. All these envelopes are to be put in a single envelope duly super-scribed the name of work, and addressed to Registrar, IIITD and with their address. In case the tenderer does not fulfill the laid down eligibility criteria or fails to deposit the earnest money in prescribed form, financial bid shall not be opened.
6. Tenderers shall seal the tender affix their initials and put stamp on each and every page of tender document before submission. The tender of the contractor, who submits in-complete tender document or submits more than one tender for one work, shall not be considered at all.

7. Tenders will be received by the Registrar up to **3.00 P.M on 09/08/2019** and will be opened by him or his authorized representative in the office of Registrar, IIITD on the same day at 3.30 P.M.
8. First the Prequalification Bids will be opened and screened. The bids shall be examined whether the EMD is in order and the bidder meets the minimum eligibility criteria specified above. Those bidders whose EMD is in order, meets the eligibility criteria, has submitted all the required documents and meet the technical requirements shall only be considered for opening of financial bid. Conditional tenders would not be accepted. Financial bids in respect of firms/agencies/contractors who do not fulfill above prequalification criterion shall not be opened. The firm/contractor shall supply sample of the chair items of at no extra cost for any/all items as per the scheme/specifications/as called for the approval as called for prior to opening of financial bids. Financial bids of the vendors whose samples are rejected will not be opened.
9. No Xerox / certified copies of tenders shall be accepted, if submitted these tenders shall be rejected.

Registrar IIITD

INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	Rs. 26,000/- (Rupees Twenty Six Thousand only) pay order/ demand draft of a scheduled bank issued in favour of IIITD Collections payable
Completion period of the Purchase Order	One months
Date and time submission of Prequalification/Technical ,Tender ,Sample & catalogues with Financial bid	On 9 th Aug2019 at 3:00 PM
Opening of Prequalification /Technical bid in presence of the authorized representatives of bidders, if any.	On 9 th Aug2019 at 3:30 PM
Opening of Financial bid in presence of the authorized representatives of bidders, if any.	Date shall be intimated to the prequalified bidders only.
Clarification/Queries, if any, can be addressed to	email ID: admin-project@iiitd.ac.in

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LETTER OF TRANSMITTAL

FROM:-

To,
The Registrar/Chief Engineer
Indraprastha Institute of Information Technology
IIITD Campus
Okhla Phase III
New Delhi

Subject: Notice Inviting Tenders for Hostel Chairs at IIIT-D Campus at Okhla III New Delhi.

Sir,

Having examined the details given in Press Notice and Tender document for the above work, I/we hereby submit the tender document and other relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed Forms/Tables and accompanying statement are true and correct.
2. I/we have furnished all information & detail necessary for pre-qualification eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar IIIT-D to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize IIIT Delhi to approach individuals, employer's firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:

Name of Work

Certificate from

Enclosures:

Seal of applicant

Date of Submission

Signature(s) applicant(s)

SECTION-2

PART I - GENERAL INSTRUCTIONS AND CONDITIONS

1. SCOPE OF WORK

Fabrication and supply of Hostel Chairs at IIIT-D Campus at Okhla III New Delhi.

The estimated cost of the work is Rs 13 Lakhs (approx.).

2. MINIMUM PRE QUALIFICATION REQUIREMENTS

Intending firms / contractors bidding for pre-qualification should comply with the following minimum requirements, joint ventures are not accepted.

- a) Should have completed following successfully by or before ending 30th June 2019 during last 7 years:
- i. Three similar work each costing not less than Rs. 5.2 Lakhs satisfactorily completed similar works.
OR
 - ii. Two similar work each costing not less than Rs. 7.8 Lakhs satisfactorily completed similar works
OR
 - iii. One similar works each costing not less than Rs. 10.4 Lakhs satisfactorily completed similar works.

Similar works means fabrication and supply, of Hostel Chairs as per specifications in the BOQ.

Agencies not having requisite work experience in similar works need not apply.

- b) One Completed works of similar nature costing not less than Rs 5.2 Lakhs with some Central Government Department/State Government Department/Central Autonomous Body State Autonomous Body / Central Public Sector undertaking. /State Public Sector undertaking /City Development Authority/Municipal Corporation of City formed under any Act by Central/State Govt. and published in Central/State Gazette.
- c) Shall have an average annual financial gross turnover of Rs. 33 Lakhs on similar works during the last three consecutive financial years ending 31st March 2019. Further, the financial price updating of 7% per annum shall be applied to the turnover of the Previous Years to bring them to 2018-2019 Price Level.
- d) Photographic evidence of works/supplies executed must be attached.
- e) Shall not have incurred any loss in more than two years during the last five years ending 31st March, 2019.
- f) Shall have a solvency of at least Rs. 5.2 Lakhs. The applicant shall submit the solvency certificate, not older than three months prior to 30th June 2019, issued by any scheduled bank, in original.
- g) The firm/contractor must have its own workshop for fabrication of furniture and supply preferably in knockdown condition at site for assembly /as called for.
- h) The firms/contractors who don't have their registered office at Delhi/Gurgaon/Faridabad/Noida/Ghaziabad must have their functional/operational office

/workshop in National Capital Region in operation for at least last two years for their works being done in NCR (two years as on 30th June 2019).

- i) Vendors are required to list at least 2-3 sites, where similar work has been done in last 5 years in Delhi-NCR region. Committee members may visit the site for evaluation.
- j) The reputed firms shall preferably have valid registration in appropriate class for carrying out similar works with CPWD/PWD/MES/Railways/Other Govt/Statutory bodies/Reputed MNC/private agencies.
- k) The applicant shall be of OEM or through its authorized dealer. OEM can submit its application through only its authorized dealers. Their Authorized dealer's applications shall be submitted with supporting letter from the OEM. Subletting of works to third party is not permitted.
- l) The Tenderer shall preferably hold certifications of ISO:9001:2008; ISO 14001:2004; ISO18001:2007. BIFMA, Green Guard..
- m) Must not have ever been blacklisted/barred by any organization/ body from tendering for public/private projects in India.
- n) Works/supplies may be awarded to one or more vendors depending on the Committee recommendations, specialization of the agency and capability of the firm at the sole discretion of the IIITD and no claims on any such account would be entertained.

3. **LAST DATE FOR SUBMISSION OF COMPLETED APPLICATIONS**

The last date for the submission of applications is 15.00 hours on 9th Aug 2019 and applications received after that time (i.e. 15.00 hours on 9th Aug 2019) will not be considered/accepted.

4. **COMPLETED APPLICATION**

All completed application forms are to be submitted with a copy stamped "original" and enclosed in a sealed envelope, clearly marked Confidential - "Tender for Hostel Chairs of IIIT-D Campus at Okhla, New Delhi" stated on the top left hand corner of the envelope along with a non-refundable of **Rs. 500/- in favour of IIIT-Delhi Collections** payable at Delhi and to be submitted to :

**INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY (IIIT-D) Campus Okhla
Phase III, New Delhi -110020**

Phones: +91 11 26907419/563

Website: <http://www.iiitd.ac.in>

Documents submitted for pre-qualification are "confidential" and not returnable.

5. **VERIFICATION**

The Institute reserves the right to enquire, interview, verify searches the particulars furnish by the applicant besides obtaining reports in writing which are considered necessary for pre-qualification.

6. **DECISION OF THE EMPLOYER**

The Institute reserves the right to reject any prospective application without assigning any reason and **to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.** The decision of the

Institute is final and binding. No interim inquiries/correspondence in this regard shall be entertained.

7. PRE-QUALIFICATION EXPENSES

All pre-qualification applications are received on the understanding that the Employer shall not entertain nor be held liable for any claims for expenses incurred by applicants in connection with the pre-qualification exercise.

8. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up work in the Institute.

9. SUPPORTING DOCUMENTS

The supporting documents must include, but not necessarily limited to the following:

- Copy of Certificate of Registration in case of registration with CPWD/MES/Railways/P&T/AIR/State PWD etc.
- Copy of registration certificate for GST, works contract tax, PF, ESI, labour license, Sales Tax etc and others related to construction/interior works/furniture sales by Central/State Govt. and NCT of Delhi.
- Copy of Annual Report/Statement of Profit and Loss Account certified by chartered accountants together with a certified copy of audited Balance Sheet.
- Copy of completion certificate of similar nature and magnitude's project.
- Solvency certificate from a scheduled bank.
- Copy of ISO certificates, balance sheet & solvency certificate of sub-contractors
- Copy of sole ownership / partnership deed / documents relating to joint-venture agreement for this project (if any).
- Copy of ITCC for last three years

SECTION-3

INFORMATION AND INSTRUCTIONS FOR APPLICANTS

1. General:

- 1.1 The application should be type written and each page stamped and signed.
- 1.2 Overwriting should be avoided. Correction if any should be made by neatly crossing out, initialing, dating, and rewriting. Pages of the Pre-qualification document are numbered. Additional sheets if any added by the contractor should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.3 References information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent in case of Govt. Dept. / G.M. for Public Sector undertaking and owner in case of Private Company. If required the IIITD team may also visit the site of completed works executed by you and /or workshop to ascertain the quality of works etc. This would be coordinated and facilitated by the applicant
- 1.4 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. No information shall be entertained after submission of Pre-qualification document unless it is called for by the employer.
- 1.5 Any information furnished by the applicant found to be incorrect immediately or at a later date would rendered him liable to be debarred from tendering / taking up of work in the Institution.
- 1.6 Prospective applicants may request clarifications of the Project requirements and Pre-qualification document, if any, in writing and email to **admin-project@iiitd.ac.in**. Any clarification given will be forwarded to all those who have applied for Pre-qualification .No request for clarification will be considered after 6th Aug 2019.

2. Definitions

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them
- 2.2 Institute means the IIIT Delhi acting through Registrar /Chief Engineer/ Architects
Applicant means the individual, proprietary firm, partnership firm, limited company, private public corporation.
- 2.3 “Year” mean “Financial Year” unless stated otherwise

3. Method of Application

- 3.1 If the applicant is an individual the application shall be signed by him above his full type written name and current address
- 3.2 If the applicant is a proprietary from the application shall be signed by the proprietor above his full type-written name and the full name of his firm with its current address.

- 3.3 If the applicant is a firm in Partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding Power of Attorney for the firm. In this latter case a certified copy of the Power of Attorney should accompany the application. In both cases a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the applicant is a limited company or a corporation, the application 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 applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4. Final Decision Making Authority

The Institute reserves the right to accept or reject any application and to annul the Pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

5. Particulars Provisional

The particulars of the work given are Provisional. They are liable to change and must be considered only as advance information to assist the applicant.

6. Site Visit

The applicant is advised to visit the site of work at his own cost and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

- 6.1 Even though an applicant may satisfy the above requirements he would be liable to disqualification if he has:
- (a) Made misleading or false separation or deliberately suppressed the information in his tables. Statements and enclosures required in the Pre-qualification documents.
 - (b) Record of poor performance such as abandoning work not properly completing the contract or financial failures / weaknesses etc.

7. Organization Information

Applicant is required to submit the following information in respect of his organization.

- (a) Name and postal address, Telephone, Telex Numbers, Fax, E-mail etc.
- (b) Copies of original documents defining the legal status, place of Registration and Principal places of business.
- (c) Names and titles of Director and officers to be concerned with the work with designation of individuals authorized to act for the organization.
- (d) Information on any litigation in which the applicant was involved during the last Five Years, including current litigation
- (e) Authorization for employer to seek detailed references

- (f) Number of Technical and Admn. Personnel / Employees in Parent Company, Subsidiary Company and how these would be involved in this work.

8. Plan and Equipment

Details of any other Plants and Equipment required for the work (not included) in the list and available with the applicant may also be indicated.

9. Letter of Transmittal

The applicant should submit the letter of transmittal attached with Pre-qualification documents

10. Tender Submission

After evaluation of Pre-qualification applications, a list of qualified agencies will be prepared. Thereafter pre-qualified agencies only would be invited to submit tenders for the work.

11. Award Criteria

The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- (a) Amend the scope and value of contract to the applicant.
- (b) Reject any or all of the applications without assigning any reason.
- (c) Award works of part or whole of the Contract or different items of works/supplies to different vendors from amongst the shortlisted vendors depending on the samples seen/approved by the IIITD Committee.

- 12.** Any effort on the part of the applicant or his agent to exercise influence or to pressurize the institute would result in rejection of his application. Canvassing of any kind is prohibited.

TENDER

I/We have read and examined and understood the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & 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 for the execution of the work specified for the IIITD within the time specified in Schedule ' F ', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule - 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and condition.

A sum of Rs..... Rupees (.....)

has been deposited in demand draft of a scheduled bank issued by a scheduled bank as earnest money. If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director, IIITD or his successors in office 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 Director, IIITD or his successors in office 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 him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule ' F ' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that I / we shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall no communicate information / derived there from to any person other than a person to whom I / we am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.

Witness:

Signatures of Contractor

Address:

Postal Address

Occupation:

LETTER OF SUBMISSION

The CE
Indraprastha Institute of Information Technology, Delhi
Okhla Phase-III
(Behind Govind Puri Metro Station)
New Delhi-110020.

I/We, the undersigned, have read and examined in detail, the specifications and all bidding documents and hereby declare that:

1. All the rates quoted in our proposal are in accordance with the terms and conditions as specified in the bid document. All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the date of opening of bid.
2. We do hereby confirm that our bid prices include all taxes/levies/GST indicated separately.
3. We hereby declare that if any tax law is altered, we shall pay the same.
4. The quoted rates are inclusive of ESI, PF and Green Tax no extra on such heads would be payable on such account.

Earnest Money

We have enclosed EMD in the form of demand draft no....., dated.....favoring IIT, Delhi payable at New Delhi issued / drawn onBank for Rs._____/ - (Rupees _____ Thousand only), as desired.

Deviations

We declare that all the works shall be performed strictly in accordance with the technical specifications and other tender conditions with no deviations.

Qualifying Data

We confirm that all information/data have been submitted as required in tender document.

We hereby declare that our proposal is made in good faith, without collusion for fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. I/We agree that in case any information is found to be incorrect the tender is liable to be rejected at any point of tendering process.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,
Yours faithfully,
(Signature and seal of Tenderer with name, designation and contact no.)

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Registrar, IITD for a sum of

Rs. ----- (Rupees -----)

The documents referred to below shall form part of this contract Agreement:-

- NIT
- Performa for Agreement
- Schedule of Quantities &
- Drawings
- General conditions of contract for CPWD Works-2012 with up to date correction slip

For & on behalf of
Registrar
IIT

Signature.

Dated.....

Designation.....

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed)

Enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor

NIL

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any,

NIL

SCHEDULE 'E'

Schedule of component *of* Cement, Steel, other materials, Labour etc. for price escalation.

NIL

CLAUSE 10 CC

Component of Cement - expressed as percent of total value work,

N/A

Component of Steel-expressed as percent *of* total work.

N/A

Component of civil (except cement & steel) / Electrical construction Materials-expressed as percent of total value of work.

N/A

Component of labour-expressed as per cent of total value *of* work.

N/A

Component of P.O.L. - expressed as percent of total value work.

N/A

SCHEDULE 'F'

Reference to General Conditions of contract.

Performance Guarantee: The contractor, for due and faithful performance of the Contract, shall obtain and submit to the Owner such security of 5% of the Contract Value within 7 days after the receipt of the Letter of Acceptance, in the form of BG Performa as appendix to tender from a scheduled Bank /FD providing such security shall be subject to the approval of the Owner. The cost of complying with the requirement of this Clause shall be borne by the Contractor.

Period of Validity of performance Bond: The performance bond shall be valid as at Conditions Cl 4 and till the Contractor has executed and completed the Works in accordance with the Contract. This security shall be returned to the contractor within 14 days of the issue of the said Completion Certificate.

Claim under Performance Security: Prior to making a claim under the performance security the Owner shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

Security Deposit/ Retention money shall be Five percent (5%) of the value of executed works and will be deducted from each and every payment made to the contractor against running account bill submitted for the work done at site. 50% of retention money will be released along with the payments of final bill and balance 50% will remain with Employer until the Defects Liability period is successfully over.

- i. Defect Liability period 12 months from date of completion.
- ii. **Liquidated damages:** In case of delay on account of reasons attributable to the Contractor Liquidated Damages shall be levied .The amount of Liquidated Damages payable by the Contractor to the Employer would be 0.25% of the value of order for each calendar day of delay subject to a maximum of 5% of the value of order after which Employer reserves the right to terminate the contract without prejudice to the rights of the Employer.

General Rules & Direction:

Officer inviting tender:

Registrar IIITD

Definitions

2(v) Engineer-in-Charge	CE
2(viii) Accepting Authority	Director IIITD
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates (Civil and Electrical)	DSR-2018
2(xii) Department	IIITD
9(ii) Standard CPWD contract Form	CPWD form 8 -2010 with up to date correction slips.

Clause 1

(i)	Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance	4 days
(ii)	Maximum allowable extension beyond the period (Provided in (I) above)	7days
Clause 2	Authority for fixing compensation under clause 2.	Director IIITD
Clause 2A	Whether clause 2A shall applicable	No
Clause 5	Number of days from the date of issue of letter Acceptance for reckoning date of start	3 days
	Time allowed for construction	1 month
Clause 6, 6A	Clause applicable - (6 or 6A)	Clause 6A
Clause 7	Gross work to be done together with net payment /adjustment or advance for material collected, if any since the last such payment for being eligible to interim payment.	Rs 6.5 Lakhs.
Clause 10A	List of testing equipment to be provided by the contractor at site lab.	As required
Clause 10 B (ii)	Whether Clauses 10B (ii) (iv) shall be applicable	Yes
	-----do-----10B(iii) -----	No
Clause 10CA Escalation		Not Applicable
Clause 10CC Escalation		Not Applicable
Clause 11	Specification to be followed for execution of work	CPWD Specifications 2007, Part I & II with Up-to-date correction slips
Clause 12	Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work	100%
Clause 16	Competent Authority for deciding reduced rates.	Director IIITD

Clause 17

Contractor liable for Damages defects during
Maintenance period

Applicable

Clause 18

List of mandatory machinery, tools & plants to be
deployed by the contractor at site

As per the site requirement.

Clause 36(i)

Requirement of Technical Representative (s)

As per requirement.

Clause 25

Arbitration Clause

As per special conditions

SPECIFICATIONS:

1. GENERAL:

- 1.1. Without forgoing the requirements of the conditions of Tender and the Conditions of Contract the works in general shall conform to the "Specifications 2007" published by CPWD, New Delhi and the "Specifications for works" stated in this tender. In case items not covered by the general specifications referred above, reference shall be made to the appropriate I.S. Codes. If there is any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of quantity, the latter shall prevail. In case of any work for which there is no specification in I.S. specifications in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by the Engineer-in-charge. The term Officer in Charge appearing in the specifications shall mean supervisor and be in Charge of the work or his authorized representative as the context may demand. All corrections to "Specifications 2007" or latest revisions of I.S. Code/ Specification shall be deemed to apply to this contract.
- 1.1.1. Materials bearing ISI certification mark certification shall be given highest preference for use in the works. Where the Contractor is required to do, perform, execute (etc.) any work or service or the like, it shall be deemed to be at his own cost. Absence of terms providing, Supplying, installing, fixing, etc. shall not even remotely entitle the Contractor to any additional payment there for
- 1.1.2. The rates accepted in the Schedule of Quantities apply to all floors, heights, depths, leads, lifts, spans, sizes, shapes, locations, etc. unless a distinction has been included in the very Schedule.
- 1.1.3. The Specifications and the Schedules may have been divided into various sub-heads for convenience only. This does not limit applicability of one to the other nor does it absolve the Contractor of his responsibility to complete any trade / item of work as reasonably inferred from one or more of such sub-heads.
- 1.1.4. The Schedule of Quantities is not necessarily based on "Schedule of Rates - Delhi 2007 or any of its later/ earlier versions. Hence the Schedule of Quantities shall be read and construed according to explanations given herein and intentions gathered there from. A mere parallel drawn form the said Schedule of Rates shall therefore not form a basis for a variation and, or additional payment.
- 1.1.5. All work under this contract is deemed to be performed above subs soil water level. However, removal of water collected from rains and the like shall be treated as part of contractual risk/obligation.
- 1.1.6. Screws, bolts, nuts, washers, hold fasts, lugs, anchors, clamps, plugs, suspenders, brackets, straps and fasteners of the like are deemed to be included in the rates of various items unless the Schedule of Quantities expressed a different intention.
- 1.1.7. Resetting any displacements, making good holes/chases and such other incidental jobs are included in rates of respective items for which these are required.

2. DRAWINGS, SPECIFICATIONS, INTERPRETATIONS ETC.:

In general, drawings shall indicate the dimensions, positions and type of construction, the specifications shall stipulate the qualities and the methods and performance criteria, and the schedule of quantities shall indicate the provisional quantities and the rates for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of contradictory requirements between specifications and schedule of quantities, the requirements given in the schedule of quantities shall prevail.

Special conditions being mainly an amplification of General Conditions, they shall be read in conjunction with each other.

Work indicated on the drawings and not mentioned in the schedule of quantities or specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

3. Sample Approvals

- a. A pre-delivery inspection may be undertaken by the IIITD representatives at the place of manufacture of the suppliers works / sites of installation of similar works . If required, inspections at various stages of manufacturing can also be undertaken by the IIITD representatives at supplier's workshop and contractor should not have any objection for the same. The time taken for inspection is inclusive of the scheduled completion time of the delivery & placing. If there are any issues, regarding quality of materials, the IIITD reserves right to get the material tested and the contractor has to bear all expenses towards transportation, testing charges, etc.
- b. Each of the supplied items must conform to the sample shown by the bidder for evaluation that has been approved. If the technical committee observes that the quality of the supplied items appears to be lower than the sample provided and initially approved, then randomly selected supplied items will be subjected to further third party testing at the Sri Ram Test Laboratories, New Delhi or any other NABL accredited laboratory. Vendor will bear all the cost of the test. Negative report may lead to cancellation of Supply order/Work Order, forfeiture of Performance Bank Guarantee and necessary legal action under relevant clauses of IPC.

4. Defect Liability period :Warranty

The contractor shall provide 12 months Warranty (on site and comprehensive) on all items from the last date of placing and shall be responsible for any defects that may develop in the furniture. They shall also have to replace any defective part of the product supplied and other accessories, without any exception and recourse without any extra cost.

The contractor is responsible for all packing, unpacking, assembly, placing of units. The contractor will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all placing sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing/replacing of defects shall be done by the contractor under defect liability conditions without any additional expenses to the Institute.

5. Payment Terms

- a. Each invoice should be submitted in duplicate clearly specifying contract no, goods description, quantity, unit price, total amount along with warranty certificate, etc.

Payment for Goods and Services shall be made by Institute in Indian Rupees as follows:

- b. **Mobilization Advance:** Mobilization advance not exceeding 10% of the tendered value may be given to the contractor if requested in writing within one month of the order to commence the work in two or more installments at the discretion of the Engineer In Charge against Guarantee bond from a scheduled bank for an amount equal to 110% of the amount of advance and valid for the Contract period. This BG shall be renewed to cover balance amount till likely period of recovery. No other advances shall be payable whatsoever.
- c. **Payment :** Payment will be made against actual supplies as specified in the delivery schedule.
 - i) 70% of the payment will be made on delivery at site and receipt of the invoice thereof.
 - ii) 30% of the payment will be made after the assembly and installation in place and site clearance.
- d. **SECURITY RETENTION @5%** (five percent) shall be retained from gross value of each bill towards security deposit. 50% of this shall be refunded on successful completion of the work/ supply and balance 50% on successful completion of the defect liability period.
- e. Payment due to Variation in Prices of Materials after receipt of tender.
There will be no Variation in Prices/Rates of any Items of work, and the prices shall remain firm during the currency of the Contract and for the extended period of Contract, if any.

6. Delay and Non-Conformance of supplies

- a. If the contractor fails to supply and place any or all of the goods within the period specified in the Work/ Supply Order, Institute shall without prejudice to its other remedies under the Purchase Order/Work Order deduct from the contract price, as liquidated damages a sum @ 1% per week of delay, for delay until actual delivery for reasons attributable to the vendor. The penalties will be maximum of 10% of the contract amount/awarded value.
- b. In case of extraordinary delay, the Institute reserves the right to terminate the contract without any liability to cancellation charges and encash the Performance Guarantee. The supplies would be thereafter procured from any other vendor at the Risk and Cost of the vendor for the short supplies.

7. Services during warranty period

- a. The maximum response time for maintenance complaint during warranty period (i.e. time required for contractor's maintenance engineer to report at the place after a request call/email /telegram is made or letter is written) shall not exceed 02 days.
- b. The period for correction of defects in warranty period is 03 days.
- c. In case the rectification of defects is not carried out within 03 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable up to a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the Institute at the risk and cost of the contractor. The cost of the repairs along with the penalty of 100% shall be recovered from the payment withheld with Institute and the balance amount, if any, will be paid to the contractor after completion of warranty obligations.

8. Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be removed by the contractor at his own risk and cost.

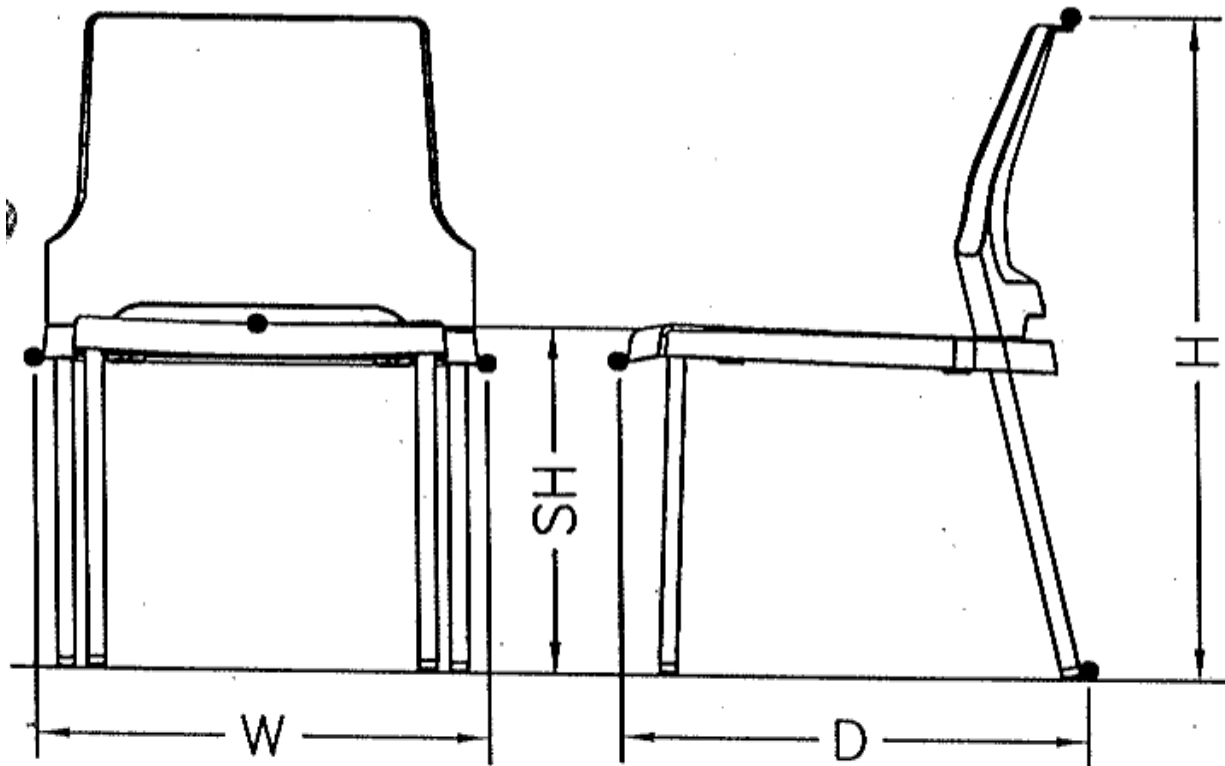
9. Insurance, Freight and Deliveries

- a. The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by Institute in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits, octroi, duties, green tax etc. as applicable. These shall be included in rates and no extra shall be payable on such account.
- b. The deliveries may be scheduled in parts or whole . The contractor will keep Institute informed about changes, if any, in various stages of deliveries/ placing.

Special Note


Though every care is taken while preparing this document to cover all necessary matters, specifications, general conditions, special conditions, provisions for smooth and complete execution of work, however in case of any omission in the tender/ contract document, latest correction slips of General Conditions of Contract for CPWD Works 2014 will be the reference manual but not in supersession to aforesaid conditions.

HOSTEL CHAIRS - DRAWING



WIDTH (W) :	52.5 CM
DEPTH (D) :	55.8 CM
HEIGHT (H) :	84.5 CM
SEAT HEIGHT (SH) :	45.0 CM.

Schedule of Quantities

S.NO.	DESCRIPTION	SIZE	Tentative Specifications	QTY.	UNIT	RATE	AMOUNT	(PHOTOGRAPH ANNEXED IS ONLY FOR GUIDANCE). COMPLETE AS PER DIRECTION AND SATISFACTION OF ENGINEER IN-CHARGE.
1	Chairs	Size: (W)52.5cm (D)55.8cm (H)84.5cm (seat H) 45.0 cm Seat Size 52.5cm(W) 53.2 cm(D) Back Size 51.6 m(W) 40.5 cm (H)	Fabrication and supply of hostel chair - The seat and back are made of injection moulded high impact strength polypropylene polymer compound with indoor grade UV Resistance. The Powder coated (DFT50+ microns) welded tubular frame is made from 2.22 + 0.03 cm x 0.16+/- 0.0128cm and 3.5+/- 0.03 cm x 1.5+/-0.03 cm x 0.16 +/- 0.0128 cm M.S.E.R.W tube. The Shoes are made of high impact strength polypropylene polymer compound with indoor grade UV Resistance and pressed fitted with tubular frame.	490	Nos.			
			Total Amount				-	
			GST @ _____					
			Total Amount with GST					