

 Government eProcurement System		eProcurement System Government of India		
Tender Details				
			Date : 14-Jun-2023 12:40 PM	
 Print				
Basic Details				
Organisation Chain	Indian Institute of Technology Indore Infrastructure Development Office - IITI Infrastructure Development Office- Civil - IITI			
Tender Reference Number	IITI/IDO/PR/SA/Fire NOC/NIT/23-24/8			
Tender ID	2023_IITI_755828_2	Withdrawal Allowed	Yes	
Tender Type	Open Tender	Form of contract	Works	
Tender Category	Works	No. of Covers	2	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	
Payment Instruments		Cover Details, No. Of Covers - 2		
Offline	S.No	Instrument Type	Cover No	
	1	R-T-G-S		
	2	NEFT		
			Cover	
			Document Type	
			Description	
	1	Fee/PreQual/Technical	.pdf	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE
	2	Finance	.xls	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details		
Tender Fee in ₹	0.00	EMD Amount in ₹	4,012	
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	No	
Tender Fee Exemption Allowed	No	EMD Fee Type	fixed	
		EMD Payable To	Registrar IIT Indore	
		EMD Percentage	NA	
		EMD Payable At	IIT Indore	
Click to view modification history				
Work /Item(s)				
Title	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE			

Work Description	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IITI				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	2,00,600	Product Category	Civil Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	90
Location	IIT Indore	Pincode	453552	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	IDO office,Ground Floor, IITI
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	14-Jun-2023 12:45 PM	Bid Opening Date	21-Jun-2023 03:00 PM
Document Download / Sale Start Date	14-Jun-2023 12:50 PM	Document Download / Sale End Date	20-Jun-2023 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	14-Jun-2023 12:55 PM	Bid Submission End Date	20-Jun-2023 03:00 PM

Tender Documents					
NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE	317.71	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	tendernocho.pdf	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE	301.58
	2	BOQ	BOQ_796499.xls	Rendering services for obtaining Statutory approval for Health Center at IITI	264.50

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	rohit.khatri@iiti.ac.in	Rohit khatri	"ROHIT KHATRI"
2.	sherinjacob@iiti.ac.in	Sherin Jacob	SHERIN JACOB
3.	chainika@iiti.ac.in	Chainika Malhotra	CHAINIKA MALHOTRA
4.	shailendrajat@iiti.ac.in	shailendra Jat	SHAIENDRA KUMAR JAT

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2

BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Tender Inviting Authority			
Name	PIC		
Address	IDO office, Abhinandan Bhawan, Ground Floor, IITI		
Tender Creator Details			
Created By	Chainika Malhotra		
Designation	Manager		
Created Date	14-Jun-2023 10:58 AM		

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.



**Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552**

E-TENDER MODE

**RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT
IIT INDORE.**

**Document to be submitted online for Two Bid as per Tender
Document**

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

Name of work: **RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE**

N.I.T. No.: **IIT/IDO/PR/Statutory Approval/Fire NOC/NIT/2023-24/08**

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This tender document contains **28 (Twenty-Eight)** pages. Pages marked from 1 to 28.

Project in Charge

IDO, IIT Indore

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Project In charge, Infrastructure Development Office, IIT Indore on behalf of IIT Indore invites online bids from experienced consultants.

S. No.	NIT No.	Name of work & Location	Estimated Cost put to tender (Rs.)	Earnest Money Deposit (Rs.)	Period of completion	Last date & time of submission of Bids	Date and time of opening of Bids
1	IITI/IDO/PR/Statutory Approval/Fire NOC/NIT/2023-24/08	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE	2,00,600	4,012	3 months	20.06.2023 up to 03:00 PM	21.06.2023 at 03:00 PM

1. IIT, Indore invites proposals on prescribed forms from reputed **Consultancy Firms** having requisite experience in the field of **providing Statutory Approvals for buildings** to Institutions, Public Sector Enterprises, and Government Organizations etc.
2. IIT Indore desires to hire consultants to provide **services for obtaining the Fire NOC for Health Center at IIT Indore.**
3. **Eligibility criteria**
 - i) The Consultant Firm submitting the Proposal should have a minimum of 3 years of relevant experience.
 - ii) The Consultant Firm should have an establishment in Madhya Pradesh headed by at least one Senior Consultant.
 - iii) The Consultant Firm should have experience of providing similar services to government organizations/CFTI's/public sector enterprises/private sector enterprises.
 - iv) The Consultant Firm should have all valid certificates as per the list of documents provided with this tender.

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

4. The bidders having relevant experience in similar work are eligible to apply for failing which the bid will be summarily rejected. (Please furnish relevant documents). The bid document can be seen and downloaded from website http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app> free of cost.
5. Information and Instructions for bidders posted on the website shall form part of the bid document.
6. Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they can give training on online bidding process as per details available on website.
7. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required and should submit with technical bid.
8. The intending bidder must have a valid class- III digital signature to submit the bid.
9. Tenders shall be accompanied by **Earnest Money Deposit** of **Rs. 4,012** in favor of Registrar IIT Indore (online mode only). The EMD submitted for "tender no. [IITI/IDO/PR/Statutory Approval/Fire NOC/NIT/2023-24/08](#) Name of work-: **RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE**" will be considered for this tender only.
10. The Eligibility bid shall be opened first on the due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be uploaded on CPP portal.
11. On the opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
12. Bidders can upload documents in the form of JPG format and PDF format.
13. GST or any other tax payable on any activity related to this contract shall be paid by the bidder and the Government shall not entertain any claim, whatsoever, in this regard. The bidder shall quote his rates in accordance with Government of India, Ministry of Finance, Department of Revenue, Central Board of Excise & Customs Notification no.10/2017-Central Tax dated 28 June 2017.
14. The bidders are required to submit Bid Security Declaration as per the prescribed format.
15. Bidders are requested to submit the self-declaration certificate on their letterhead that for any work, performance bank guarantee has never been forfeited / encashed by the client.

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

16. The bids shall remain open for acceptance for a period of **180 days** from the last date of submission of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid document which are not acceptable to the department, then IIT Indore shall, without prejudice to any other right or remedy, be at liberty to restrict the bidder from participating in bids for a period of *two years*.

17. Disqualification of Tenderer: Even if a bidder meets all the Eligibility Criteria and all other technical and commercial requirements, he is liable to be disqualified, without prejudice to IIT's rights to take legal actions as per applicable law, if he has made untrue or false representations in the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements, and/or made any misrepresentation of facts in order to influence the tendering process and its outcome.

List of Documents to be scanned and uploaded within the period of bid submission:

Sl. No	List of Documents
1*	Certificate GST No.
2*	Registration No.
3*	Form A:-Financial information
	i) Average Annual turnover 50% of estimated cost of Tender
4*	Bank Solvency Certificate VALUE SHOULD BE 40% of Estimated Cost (Latest not older than 1 year)
5*	Details of Eligible Work or Similar Work
	Successfully completed similar work with in last Seven years
	i) one similar work of value 80% of estimated cost of tender. OR
	ii) Two similar work of value 60% of estimated cost of tender. OR
6*	iii) Three similar work of value 40% of estimated cost of tender
7	Structure and organization of the firm/company
8*	Earnest Money: EMD of Rs. 4,012 (Rs. Four Thousand Twelve only) in online mode through link-https://forms.eduqfix.com/indoreit/add The proof of EMD submission must be uploaded with technical documents/bid.
9*	Certificate of EPF and ESIC
10*	Labor Registration
11*	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature as per Annexure No. 1
12*	Bid Security Declaration Form

- The Document should be uploaded in prescribed serial number and no extra number of document/ pages will be uploaded.
- Summary Sheet will be attached with uploaded document.
- * MANDATORY

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

- ❖ **Registration No. Means:** MSME, CPWD, PWD, Society firm and Architectural consultancy and PMC and similar related to the construction/consultancy/ civil work.
- ❖ **Earnest Money:** The Bidder has to submit the Earnest money deposit of 2% of tender value.
- ❖ **Bank Solvency:** Current Financial Year (2022-23) (Not older than 1 year)
- ❖ **Document for Eligibility of Similar Work:** Only Defined Document (with Seal signed by Client), Letter of Acceptance /Work Order with Detail of work /PO should be attached.
- ❖ **Completion Certificate of Work (Sealed and Signed)**
- ❖ **Financial Information:** CA Certified Summary sheet year-wise.
- ❖ **Profit/ loss Statement.**
ITR returns of last 3 years.
- ❖ **Similar Works means:** Consultancy works for obtaining approvals from statutory bodies related to works having experience in making and compiling data and preparing documents for submission to government bodies.

CPWD-6 FOR e Tendering

Bids are invited on behalf of The Project In charge on behalf of IIT Indore from approved registered contractors/ Consultants for **RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE.**

1. The enlistment/ registration of the consultant should be valid on the last date of submission of bids.
In case the last date of submission of bids is extended, the enlistment/ registration of consultant should be valid on the original date of submission of bids.
- 1.1 The Item rate work is estimated to cost **Rs. 2,00,600/-**
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for conducting the work will be **3 months** from the date of issue of Letter of Commencement or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The available documents shall be provided in a phased manner, as per requirement of the same as per approved program of completion submitted by the consultant after award of work.
5. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app> free of cost.
6. While submitting the revised bid, bidder can revise the rate quoted by him any number of times for any/all sub-heads but before last time and date of submission of bid as notified.

The receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

7. Copy of Enlistment Order/ registration certificate and certificate of work experience and other documents as specified in the bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Further, certified copy of all the scanned and uploaded documents as specified in bid document shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

The bid submitted shall be opened at **03:00 PM on 21.06.2023.**

8. The bid submitted shall become invalid if:

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including GST registration certificate and acknowledgement of up to date filed return) as stipulated in the bid.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

(iv) If a bidder does not quote any item rate on the total amount of the tender or any section / sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

(v) Earnest Money will be paid in the form of online mode only.

For relaxation of EMD the documentary proof must be submitted along with the technical bids.

The tender submitted shall become invalid and e-Tender processing fee shall not be refunded if:

(a) The Bidder is found ineligible.

(b) The Bidder does not upload all the documents as stipulated in the tender document.

(c) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender.

(vi) The bidder whose bid is accepted will be required to **furnish Performance Bank Guarantee of 3% (Three Percent)** of the bid amount within the period specified in GCC of CPWD. This guarantee shall be in the form of BG/FDR of any scheduled commercial bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) of any Scheduled Commercial Bank or the State Bank of India in accordance with the prescribed form in favor of Registrar IIT Indore payable at Indore within 7 working days from the letter of intent including the extended period, if any. The performance guarantee shall remain valid up to 24 months + 12 months claim period after completion of the work and the same shall be released after 24 months after satisfactory completion of work.

In case, the bidder fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the EMD deposited by the consultant shall be forfeited automatically without any notice to the consultant. The consultant whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labor license, registration with EPFO, ESIC and BOCW welfare board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provision by the sub-contractors, if any engaged by the contractor for the said work and program chart (Time and progress) within the period specified in schedule F.

9. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of Description the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all resources, facilities for its workers and all other services required for executing the work unless otherwise

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of IIT Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids, in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected.
11. Canvassing, whether directly or indirectly, in connection with bidders is prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
12. The competent authority on behalf of IIT Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
13. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor/consultant for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor/consultant or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India, as previously mentioned, before submission of the bid or engagement.
14. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, and then the Government shall, without prejudice to any other right or remedy. Further, the bidders shall not be allowed to participate in the rebidding process of the work.
15. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - (a) The Notice Inviting Bid, all the documents including additional conditions, specifications, and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
16. Composite Bids
 - 16.1.1 The Project In charge can call bids for the composite work.
 - 16.1.2 The bidders can associate themselves with agencies of the appropriate class eligible to bid for each component individually conforming to eligibility criteria as defined in the bid document, if required. In such case proof of association must be provided at the time of bidding along with the bid documents.

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

16.1.3 The eligible bidders shall quote rates for all subheads/components of work.

16.1.4 After acceptance of the bid by the competent authority, the Project in charge shall issue a letter of award on behalf of IIT Indore. After the work is awarded, the main contractor will have to enter into one agreement.

16.1.5 Entire work under the scope of composite bid including all components shall be executed under one agreement.

16.1.6 In case the main consultant intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Project in Charge. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case, Engineer-in-charge is not satisfied with the performance of any agency, he can direct the consultant to change the agency executing such items of work and this shall be binding on the consultant.

16.1.9 The main consultant has to enter into agreement /MOU with agency(s) associated by him for execution of different component(s). A copy of such agreement/MOU shall be submitted to PIC. In case of change of associate contractor, the main contractor has to enter into an agreement/MOU with the new contractor associated by him.

16.1.10 Running payment shall be made by PIC to the main consultant as per the terms of payment mentioned in the tender document.

16.1.11A. The Item Rate work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Project-in-charge of after record of completion certificate of all other components.

16.1.11B. Final bill of whole work shall be finalized and paid by the IIT Indore.

SPECIAL CONDITIONS OF CONTRACT

1. The bidder will execute the work during working hours from 9am to 6pm on working days. Permission of Engineer In charge and Chief Security Officer will be required in writing for working on holidays and beyond working hours.
2. Looking to the pandemic COVID- 19 situation, the bidder shall be responsible for necessary permission from Govt. authorities and IIT Indore authorities for entrance and working in IIT Indore campus.
3. The bidder shall be responsible for expenses incurred towards preparation and submission of Bids, documents preparation as well as other associated expenses such as site visits etc.
4. The bidder shall be responsible for any failure to acquaint itself with all such data and information and shall not relieve their responsibility for properly estimating the difficulty or cost of successful execution of the scope of work towards completion of the Particulars.
5. Claim on his part which may arise on account of non-examination or misunderstanding of the Particulars and/or matter related to site will, in any circumstances, be considered payable by the bidder.
6. Any Information/documents pertaining to queries/clarifications are to be obtained during the pre-bid meeting only upon signing the letter of non-disclosure and shall not be shared outside IIT Indore for the purpose of maintaining confidentiality.
7. IIT Indore shall provide all the available data/ information/ site details during the execution of work.
8. As the work comprises of components that are specialized in nature viz. [Fire NOC for the building including panchayat approval](#), if required. The bidder will have to prove his experience & expertise in these fields with documentary evidence; else he shall have to engage specialized agencies/consultants for these components by way of sub-contracting/MoU/Agreement. Prior approval of the client is to be taken for the same.
9. IIT Indore may increase or decrease the scope of work, if required with prior intimation to the consultant.
10. IIT Indore reserves the right to issue any amendments, corrigendum, clarifications, etc. to the Tender, giving reasonable time, prior to the last date and time of online bid submission. The details such as clarifications, corrigenda, addenda, and other documents forming a part of the subject shall be available online.
11. Responsibility for accuracy of Documents pertaining to approvals:

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

- I. The consultant shall be responsible for accuracy of the documents, approvals and all other details prepared or obtained by him as part of these services. He shall indemnify the Client against any accuracy in the work, which might surface during the execution of the work. The consultant will also be responsible for correcting, at his own cost and risk, documents including any investigations, correction and re-submission of the documents pertaining to the approvals, if required during the execution of work.
- II. The consultant shall be fully responsible for the accuracy of all the documents and approvals. The consultant shall indemnify the Client against any inaccuracy/deficiency in the documents noticed and client shall bear no responsibility for the accuracy of the documents submitted by the consultant.
- III. The inaccuracy, omission, mistake, error having material effect in the execution of work and obtaining statutory approvals shall be deemed to be gross professional negligence on part of the Consultant.

12. Performance Guarantee:

- I. If the bidder breaches of any of its obligation in relation with the time schedule or not completing any of its obligations herein to the satisfaction of the client, the client shall, without prejudice to its rights remedies pursuant to this agreement have the right to forfeit and encash the guarantee.
- II. No payment under the contract shall be made to the consultant before receipt of performance security.
- III. The whole of the Performance Guarantee shall be liable to be forfeited by the client at the discretion of the client in the event the bidder is deemed to be in default or in the event of any breach of contract on the part of the bidder or if the bidder fails to perform or observe any of the conditions of the contract.
- IV. The Performance Guarantee shall be refunded to the consultant after 24 months of satisfactory completion of work and on receiving all the required statutory approvals.

13. Liquidated Damages:

- I. The time allowed for the works or part of the works as specified in the contract shall be the essence of the contract on the part of the consultant. In case the consultant fails to adhere to the time schedule or fails to provide approvals/clearance/NOC with the time stipulated in the work order/requisition issued to him from time to time by the engineer in charge or competent authority in the client or the consultant fails to provide reports and other information to the client within a period of 7 days from the date stipulated or from the date of such demand, the consultant shall be deemed to be in default. LD @ 1% per month of part thereof shall be deducted.
- II. The consultant's total liability towards Liquidated Damages to the client for all matters and all the defaults arising under or in connection with this contract other than the excluded matters is limited to the amount equivalent

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

to 10% of the total contract price.

III. The excluded matters are amounts payable by the Consultant as stated in this contract for:

- i) An infringement by the consultant of the rights of others.
- ii) Loss of or damage to the third property and
- iii) Death of or bodily injury to a person other the employee of the consultant.

IV. The decision of the Engineer in charge regarding imposition of the Liquidated Damages, if any, shall be final and binding on the consultant.

14. **Security Deposit @ 2.5%** of bill amount will be deducted from every bill and will be released after 24 months of successful completion of the work.

15. It must be clearly understood that any contract concluded pursuant to invitation to this tender shall be governed by the General Conditions of Contract (GCC) given in the CPWD manual. Bidders must, therefore, take particular care to go through these conditions of the contract. Bids made subject to counter conditions or with deviations from the General Conditions of the Contract (GCC), are liable to be ignored. It should also be realized that failure to bring out deviations from the GCC would imply that the tenderer is willing to conduct the contract as per the Terms and Conditions of the Contract.

16. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event that no amicable resolution or settlement is reached within a period of 60 days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration.

17. The obligations of the client and the consultant shall not be altered by reasons of arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of arbitration.

18. Terms of payment:

S. No.	Milestone	Payment
1.	Submission of Provisional Fire NOC for Health Center to IIT Indore (Hard and soft copy)	50%
2.	Submission of Fire NOC for Health Center to IIT Indore (Hard and soft copy)	50%

GOVERNMENT OF INDIA

CPWD-7

INDIAN INSTITUTE OF TECHNOLOGY INDORE

1.	Tender for composite work of:	RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE.
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- (i) To be opened at **03:00 P.M.** on **21.06.2023** in the Infrastructure Development Office IIT Indore.

TENDER

I/We have read and examined the notice inviting tender, 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 IIT Indore within the time specified viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in General Rules and Directions and in Conditions of contract, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for 180 (one hundred eighty) days from the due date of its opening and not to make any modification in its terms and conditions.

Further, I/We agree that in case of forfeiture of Performance Guarantee as previously mentioned, I/We shall be debarred for participation in the re-tendering process of the work.

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom 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

Signature of Consultant

Witness:

Postal Address

Address:

Occupation:

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

INTEGRITY PACT

To,

.....,
.....,
.....

Sub: NIT No. IITI/IDO/PR/VARIOUS APPROVALS/NIT/2022-23/01-a for the work **RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT FOR IIT INDORE.**

Dear Sir,

It is here by declared that IIT Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Indore.

Yours faithfully

Project-in-Charge

** To be filled by Project-in-Charge.*

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

To,
Project-in-Charge,
.....
.....

Sub: Submission of Tender for the work of **RENDERING SERVICES FOR OBTAINING STATUTORY APPROVAL FOR HEALTH CENTER AT FOR IIT INDORE.**

Dear Sir,

I/We acknowledge that IIT Indore is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Indore. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT Indore shall have unqualified, absolute, and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Rendering services for obtaining Statutory Approval for Health Center at IIT Indore.

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore.

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... On this..... Day of..... 20.....

BETWEEN

IIT Indore represented through Project-in-Charge...
....., (Here in after referred as the "Principal/Owner",
which expression shall unless repugnant to the meaning or context hereof include its
Successors and permitted assigns)

AND

..... (Name and Address of the
Individual/firm/Company) through..... (Hereinafter referred to as
the (Details of

duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to
the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender ----- (*) ----- (hereinafter referred
to as

"Tender/Bid") and intends to award, under laid down organizational procedure, **RENDERING
SERVICES FOR STATUTORY APPROVAL FOR HEALTH CENTER AT IIT INDORE.**

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land,
rules, regulations, economic use of resources and of fairness/transparency in relation to its
Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and
conditions of which shall also be read as integral part and parcel of the Tender/Bid documents
and Contract between the parties.

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

**To be filled by Project –in - charge*

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
2. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, 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.
3. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
4. The Principal/Owner shall endeavor to exclude from the Tender process any person whose conduct in the past has been of biased nature.
5. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all 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 or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

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specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(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 could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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 Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means 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

- 1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights.
- 2. In case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
If the Bidder(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 Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from

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the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3. Forfeiture of Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
4. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 15 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Indore.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or 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 belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will 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 Principal/Owner)

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.....
(For and on behalf of Bidder)

WITNESSES:

1.....
(Signature, name, and address)

2.....
(Signature, name, and address)

Place:

Date:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the IIT Indore for a sum of ` *(Rupees..... *).

The letters referred to below shall form part of this contract agreement:

- (a) *
- (b) *
- (c) *

For & on behalf of IIT Indore

Signature *

Dated: *

Designation *

** To be filled by Project-in-charge*

Rendering consultancy services for obtaining statutory approvals for IIT
Indore.

Form of Performance Security (Guarantee)

Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and
.....

(Hereinafter called "the said Contractor(s)") for the work.....
(hereinafter

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.

We... (Hereinafter referred to as "the Bank") hereby undertake to pay to the
Government an amount not exceeding Rs. (Rupees..... Only) on
demand by the Government.

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
Government 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)

We, the said bank further undertakes to pay the Government any money so demanded
notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending
before any court or Tribunal 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.

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 Government
under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or
till Engineer-in- Charge on behalf of the Government 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.

We, (indicate the name of the Bank) further agree with the Government that
the Government 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 Government 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

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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 Government or any indulgence by the Government 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

This guarantee shall be valid up tounless extended on demand by the Government. 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 offor.....(indicate the name of the Bank)

Rendering consultancy services for obtaining statutory approvals for IIT Indore.

SCOPE OF WORK

Consultancy Services are required for preparation, submission, approval of various documents on obtaining Fire NOC as statutory clearance for health center at to IIT Indore. The scope of work is not limited to the above matters only but also to matters those may arise during and after obtaining the required statutory clearance (Fire NOC).

1. **The consultant will be fully responsible for preparation and/or submission of drawings/documents/reports/certificates etc. required by the concerned department for:**
 - i) Obtaining Fire NOC (including Panchayat NOC, if required) for Health Center building.
 2. **Deliverables:**
 - i. Fire NOC in hard and soft copies.
 - ii. All drawings/documents/reports/certificates submitted to concerned departments for the purpose of obtaining NOC in hard and soft copies.
 - iii. All working documents (drawings, reports, certificates etc.) pertaining to obtaining the NOC in hard and soft copies (editable format like dwg., word, excel files etc.)
 3. The consultant shall be fully responsible for drawing, preparation, submission of documents to authority, liasoning & coordination with the concerned departments for obtaining the required statutory approvals.
 4. The consultant shall obtain prior approval from IIT Indore in writing before applying for any of the statutory approvals (separately for separate approvals).
 5. The competent authority on behalf of the IIT Indore may change/reduce the scope of work at any time without assigning any reason.
 6. The required statutory fee will be paid through IIT Indore as per the norms.
 7. IIT Indore shall furnish the available drawings/documents/reports/certificates etc. to the consultant.
 8. The consultant may collaborate with specialized persons/agency in respective areas, in order to obtain the aforementioned statutory approvals. Documents of association must be submitted along with the bid document at the time of bidding for information and approval of IIT Indore. The consultant whose bid is accepted (L1 bidder) shall be solely responsible for obtaining all statutory approvals and all correspondence with the Institute (irrespective of any external collaboration).
-

Rendering consultancy services for obtaining statutory approvals for IIT Indore.

Financial Offer

(A) **Towards charges (inclusive of all taxes) for rendering consultancy for obtaining approval for fire NOC.**

S. No.	Name of Building/Structure	Fee for obtaining Fire NOC including Panchayat NOC, if required (in Rs.)
1	Health Center	

Note:

- 1) The above quoted amount shall be **inclusive of GST** and no extra payment will be made other than the above quoted fee.
- 2) TDS, Labour cess etc. will be deducted at source from each bill.
- 3) The fee shall include all the expenses and no extra payment will be made.

Seal & Signature of the Firm

Name