#### INTER - UNIVERSITY ACCELERATOR CENTRE (An Autonomous Centre of UGC) Aruna Asaf Ali Marg, New Delhi - 110067 NOTICE INVITING E - TENDER

#### Tender Number: IUAC/NIT/08 /HAR/2021-22

#### Dated: 01/07/2021

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the work/supply of <u>SITC of Organic Waste Converter (OWC) machine including Civil work in IUAC Campus.</u>

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <u>https://eprocure.gov.in/eprocure/app</u>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website https://eprocure.gov.in/eprocure/app. Bids should be submitted online only at website: https://eprocure.gov.in/eprocure/app. Tenderers / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

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

The bids will be accepted in respect of those contractors having successfully completed with at least one work of value not less than Rs. 10.64 lakh or two similar works, each of value not less than Rs. 7.98 lakh or three similar works, each of value not less than Rs. 5.32 lakh during the last 7 years ending on the last day of submission of bids. Similar type means execution of Organic **Waste Converter (OWC) machine** / **Portable Garden Shredder setup type works** in Government organizations, Govt. Autonomous organizations OR Public limited Company / organizations. Experience in Pvt. Limited Companies and Societies not accepted.

As per notification no. F/9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure, Govt. of India, bidders have to submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents". Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website https://eprocure.gov.in/eprocure/app along with technical bid.

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted online without modifying the format. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Any Corrigendum / Amendments in respect of above tender shall be issued on website <u>https://eprocure.gov.in</u> and <u>www.iuac.res.in</u> only. Bidders should take into account any corrigendum published on the tender document before submitting their bids. The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

## **<u>E - TENDER DOCUMENT</u>**

Name of Work / Supply	SITC of Organic Waste Converter (OWC) machine including Civil work in IUAC Campus.
Tender Number	IUAC/NIT/08 /HAR/2021-22
Tender Value / Estimate only	Rs. 13,30,000/-
Earnest Money Deposit	NIL
Tender Document Fee	NIL
Bid Submission End Date and Time	22/ 07 / 2021 at 03:00 P.M.
(Part - A and Part - B)	
Technical Bid Opening Date	23/ 07/ 2021 at 03:30 P.M.
(Part - A)	
Price Bid Opening Date	To be intimated later on to the technically qualified bidders
(Part - B)	
Contact Person	Administrative Officer (S&P)
	E-mail: iuacstores@gmail.com
	Phone: 011-24126018, 24126022.

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#### **TENDER FORM**

То

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

Dear Sir,

I/We have read and examined the following Tender Documents relating to **SITC of Organic Waste Converter (OWC) machine including Civil work in IUAC Campus** at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067

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

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

**Tenderers Signature and Seal** 

#### **GENERAL INFORMATION**

1	Accepting Authority	Director, IUAC New Delhi.
2	Reference Book	As per specifications
3	Performance Security	The successful bidder shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him. Performance security may be accepted as Bank Guarantee/DD of Scheduled Banks and State Bank of India.
4	Authority competent to grant extension of time	Director or authorized person by Director,
5	Tools & plants	To be arranged by contractor
6	Schedule of Minimum wages	As per notification issued by Govt. of NCT.
7	Authority competent to reduce the compensation amount	Director , IUAC
8	Defect Liability Period	Twelve (12) months from the date of acceptance of completion by the Institute.
9	Release of Performance Security Deposit	The performance security shall be refunded to the contractor on completion of the defect liability period and recording of completion of certificate by IUAC personnel.
10	Authority Competent to Appoint Arbitrator	Director, IUAC

(Seal & Signature of bidder)

	MEMORANDUM								
a)	Name of work	SITC of Organic Waste Converter (OWC) machine including Civil work in IUAC Campus							
b)	Estimated cost	Rs. 13,30,000/- (Rupees Thirteen lacs Thirty thousand only)							
c)	Time allowed for the completion of work (to be reckoned from 10 <sup>th</sup> day after the date of issue of written order to commence work)	90 Days							

Place Date:

(Seal & Signature of bidder)

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

- 1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge. <u>Bidder who registered already may skip the registration process and login to site through their</u> user ID/Password
- 2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- **3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.
- 5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- **3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- **3** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

## SUBMISSION OF BIDS

- 1. The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.
- 2. The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 3. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.
- 4. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 5. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 6. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The

bidders should follow this time during bid submission.

- 9. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 12. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 13. Code of Integrity for Public Procurement

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

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

## ASSISTANCE TO BIDDERS

1. More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

**2.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

# Instructions for Online Bid Submission

- 1 The tender documents are available on our website <u>www.iuac.res.in & www.eprocure.gov.in.</u>
- **2** Tender documents may be downloaded from IUAC's website <u>www.iuac.res.in</u> and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given in the tender document.
- **3** Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at <u>https://eprocure.gov.in/eprocure/app</u>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- **5** The bidders are advised to visit CPPP website <u>https://eprocure.gov.in/eprocure/app</u> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- **6** Bids will be opened as per date/time as mentioned in the **Tender Document.** After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.
- 7 Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted him of the nature, scope and specifications of the items to be followed.
- 8 The tenderer shall submit all documents after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.
- 9 Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the board of director /director / manufacture/ firm owner /their authorized agents through a resolution/ authority letter. Copy of the resolution/ authority letter in favour of the person signing must accompany the tender.
- 10 Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

# SPECIAL INSTRUCTIONS TO BIDDERS FOR REGISTRATION WITH COMPETENT AUTHORITY

## **Bidders Registration**

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 2) **"Bidder"** for the purpose of this tender (including) the term 'tender', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) **"Bidder from a country which shares a land border with India"** for the purpose of this tender means:
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) **"The Beneficial owner"** for the purpose of (3) above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:-

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twentyfive per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the

natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 4) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owner(s) shall including identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"An Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

#### Sub-contracting in works contracts

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

# <u>\*Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:</u>

## **Certificate for Tenders involving procurement**

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority, I/we hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

## Certificate for Tenders for Works involving possibility of subcontracting

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

**Tenderers Signature and seal** 

#### **SCOPE OF WORK:**

#### Scope of work will includes (as per item details given in BOQ & technical specification mentioned in tender paper)

- 1. SITC (Supply, installation, testing & commissioning) of Organic waste converter machine (OWC) for waste conversion capacity of minimum 100 Kg/day as per detailed technical specifications given in tender /BOQ
- 2. SITC (Supply, installation, testing & commissioning) of Portable Garden Shredder for garden waste shredding capacity of minimum 100 Kg/Hour as per detailed technical specifications given in tender /BOQ
- 3. SITC (Supply, installation, testing & commissioning) of Single Curing System for OWC smooth operation to store /convert organic waste into proper manure as per detailed technical specifications given in tender /BOQ
- 4. Civil structure (a semi open shed of 6x10 meter ) for installation /setup of above all machinery in IUAC campus at designated location

Supply, installation, testing & commissioning of above mentioned equipment /machine shall be executed at IUAC Delhi campus. The Tenderers are required to visit the site to understand and estimate the work to be carried out and to evaluate all equipment's, tools and tackles, safety equipment etc. required for execution of the work. All temporary arrangements required to be made for the movements of equipment/vehicles shall be considered and included in the scope of the work.

## **GENERAL TERMS & CONDITIONS**

1 **Submission of Tender**: Tenders should be uploaded on CPP portal in two parts separately, **i.e. "Technical Bid" (Part-A) and "Price Bid / BOQ)" (Part-B).** No other mode of submission will be accepted.

Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.iuac.res.in. Therefore bidders are advised to keep visiting our website.

2

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

- i Covering letter on Company's Letter Head
- ii Bio data of company (Company profile, organizational setup, credentials, list of plant, machinery & tools in his possession).
- iii Copy of the audited balance sheet / turnover certificate of the past three financial years.
- iv Copies of PAN no., GST Reg. no.
- v Copies of work orders and completion certificates of similar type of works (similar type means setup of Organic Waste Converter (OWC) machine / <u>Portable Garden</u> <u>Shredder</u>) executed successfully during the last 7 yrs. (ending on the last day of submission of bids) in Govt., Public sector, Autonomous body or reputed Public Ltd. Company, with at least one work of value not less than Rs. 10.64 lakh or two similar works, each of value not less than Rs. 7.98 lakh or three similar works, each of value not less than Rs. 5.32 lakh. Experience in Pvt. Limited Companies and Societies not accepted.

- vi Tender acceptance letter (as per annexure I of tender document) on bidder's letter head duly signed & stamped by the bidder as acceptance of all terms & condition of tender.
- vii Undertaking for Site Visit has to be submitted as per Annexure II & Bid Security Declaration as per Annexure III On the Letter Head of the Bidder
- viii Undertaking On the Letter Head of the Bidder as per Annexure IV
- ix Declaration by the Bidder for Code of Integrity & conflict of interest On the Letter Head of the Bidder as per the Formatgiven in ANNEXURE-V
- x CHECK-LIST FOR PRE-QUALIFICATION BID as per the Format given in ANNEXURE-VI

(ii) Price Bid (Part-B): In this bid, the bidder is required to quote his item rates in the BOQ formed in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, and all applicable Govt. Duties, excluding GST (payable separately as/if applicable), levies & taxes, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor.

However if any fresh taxes are imposed by State/Central/Statuary bodies during the currency of contract, the same shall be borne by Institute.

Further, nothing extra in rates will be considered due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to be considered them as zero and accepted .No further compensation on that item can be considered later. The bidders should quote unconditional rates.

- 3. <u>Validity of Tender</u>: Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of Technical bid. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a tenderer on his withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days. The validity of accepted rates is extendable for a period of 180 days from the date of issue of Award Letter, with mutual consent of both the parties.
  - **<u>4.</u> <u>Escalation</u>: No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.**
  - **5. Performance Bank Guarantee:** The successful bidder has to submit a performance bank guarantee /FDR of an amount equal to 3% of total contract value within a period of 10 days from the date of issue of LOI. Performance Bank Guarantee shall be valid for a minimum period of 60 days beyond the date of completion of all contractual obligations including defect liability period. If tenderer fails to deposit the said performance security within the period as indicated, the order will be automatically cancelled without any notice to the tenderer and without prejudice to any other right or remedy.
  - 6. <u>Completion time</u>: The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of **90 days**. The time allowed for the completion of

work to be reckoned from the 10<sup>th</sup> day after the date of issuance of award letter/purchase order. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause 13 of NIT. Under the force-majeure conditions, IUAC may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to IUAC for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Director, IUAC regarding Time extension will be final and binding on the contractor.

- **<u>7.</u>** <u>**Deviations:**</u> No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.
- <u>Site Conditions</u>: Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. (The bidder should signed undertaking as per Annexure –II enclosed in tender)
- **<u>9.</u>** <u>**Correspondence:**</u> All the correspondence in respect of tender/award of work shall be made to A.O. (S&P), IUAC, Aruna Asaf Ali Marg, New Delhi-110067.
- <u>10.</u> <u>Terms of Payment</u>: The payment shall be made on submission of the bills in proper format by the contractor after due certification by the IUAC engineer responsible for supervision of the work. Contractor can submit two interim or running bills and one final bill after completion of work for claiming payment based on actual quantities of items of work executed & measured as per BOQ, drawings and Engineer's site instructions.
- <u>11.</u> <u>Labour Laws</u>: The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, IUAC has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

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

## **<u>12.</u>** Rules governing the Contractor's employees working in the IUAC Premises:

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

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

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

- 13. Liquidated damages: In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @1 % of the contract value per week will be deducted subject to a maximum of 10 % of the contract value. However, during the delayed period, IUAC also reserves the right to get balance portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.
- **14.** Extra or substituted item- If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by IUAC. If required, IUAC can make its own analysis based on DSR document of CPWD or based on market rates for determining item rate and pay to contractor accordingly.
- **<u>15</u>** <u>**Defect Liability period**</u>: Defect liability period shall be one year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

#### 16 Water /Electricity Charge

The contractor(s) shall make his/their own arrangements for Electricity/water required for the work and nothing extra will be paid for the same.

This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge. (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

<u>Electricity /Water if available may be supplied to the contractor by the department subject to</u> <u>the following conditions: - (i) The Electricity /water charges @ 1% and 1 % respectively shall be</u> <u>recovered on gross amount of the work done.</u> (ii) The contractor(s) shall make his/their own arrangement of electricity / water connection and lying of electric cable / pipelines from existing main of source of electric/water supply. (iii) The Department do not guarantee to maintain uninterrupted supply of electricity / water and it will be incumbent on the contractor(s) to make alternative arrangements for electricity /water at his/ their own cost in the event of any temporary break down in the Government electric/ water main so that the progress of his/their work is not held up for want of electric/water. No claim of damage or refund of electric/ water charges will be entertained on account of such incident.

## 17 Security Deposit

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

## 18. FORCE MAJEURE:

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

## 19. JURISDICTION:

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

only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

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

- 21. **SAMPLES:** After award of work of the tender contractor shall show the relevant samples at his own cost to Institute before start of work. These samples will be sealed by the IUAC in the presence of the contractor, if he so desires and shall remain in the custody of the IUAC for reference and comparison till the completion of work.
- 22. **TENDER LIABLE TO REJECTION:** Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds:
  - i) Tenders containing remarks uncalled for.
  - ii) Conditional tenders
  - iii) Tenders not submitted on prescribed Performa.
  - iv) Telegraphic / Fax/ Postal tenders.
  - v) Tenders submitted late
  - vi) Tenders with NIL consideration
  - vii)Not submitted required documents as per tender
- 23. **CORRESPONDENCE:** Tender must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the IUAC.
- 24. **IUAC NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:** Director, IUAC hold absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.
- 25. **AMENDMENT IN TENDER DOCUMENTS:** IUAC reserve the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.
- 26. IUAC will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- 27. IUAC does not bind itself to accept the lowest or any tender and reserves the right to reject any of all tenders without assigning any reason.
- 28. The notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the IUAC.

#### 29. Termination for Insolvency

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

- 30. IUAC also reserves the right to change the quantities of the units while issuing the letter of award of work.
- 31. **REFERENCE IN TENDER DOCUMENTS:** Director, IUAC, shall be refereed as "Owner" in all the documents of Tender documents/contract agreement.
- 32. **OFFICER INCHARGE:** Where ever the word "In charge." occurs it shall mean the authorized Officer appointed by the IUAC for the superintendence of the execution or related work.

#### SPECIAL TERMS AND CONDITIONS OF CONTRACT /WORK

## 1. CARRYING OUT OF WORK

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute. In the case of an item for which specification are not available in the said specifications relevant to BIS /CPWD specifications applicable as on the date of tenders shall be followed.

The works shall be inspected by our IUAC Engineers or the person nominated by the Director IUAC. The contractor shall extend full co-operation and render all necessary facilities for inspection of the work to the inspecting authority without any additional cost to IUAC. It must be noted that any observations/ comments/ recommendations of the said Technical consultants shall be binding on the contractor.

## 2. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS

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

## 3. NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS:

No work shall be undertaken at site by the contractor until detailed approved working drawings marked "Good" for execution/construction is issued by the IUAC in writing. Any work done without the aforesaid working drawing shall be at the contractor's own risk and costs.

## 4. SPECIFICATIONS:

During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost.

If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor.

The Director shall have the power to insist upon the contractor to purchase and use such materials of approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

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

a) As required by IUAC, or his representative, the contractor shall provide all facilities at site or at manufacturer's works or an approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the contractor wherever applicable. The contractor shall, when required to do so by IUAC, submit manufacturer's certificate that the

materials have been tested in accordance with requirements of the specifications.

b) Neither the omission by IUAC, to test neither the materials nor the production of manufacturer's certificate etc., as aforesaid shall affect the right of the IUAC to reject after delivery the materials found not in accordance with the specifications.

#### 5. ADDITIONS/ALTERATIONS/ DEVIATIONS

The IUAC, shall have power to make any alterations or omissions or additions or substitutions in the original specifications ,drawings ,designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the IUAC and such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to carry out in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work has to the main work at the sole discretion of the IUAC, and his decision in this regard shall be final and binding on the contractor.

All tenderers are required to quote as per specifications stipulated hereunder. Rates for all items shall be quoted as specified hereunder. After the award of the contract, the work shall be carried out as per approved samples / drawings. For dimensional variation + - 1 inch may be considered at the completion stage, there shall not be any rate difference. If the dimensional changes are more than the above limit, modified rates shall be worked out derived from the quoted contract rates. Rates for extra/substituted items, should they became necessary during the execution of the work shall be settled on analysis of rate to be submitted by the contractor for such items.

Quantities in the B.O.Q. are estimated quantities which can vary up to  $\pm$  25% during the execution of the work. Payment shall be made as per actual quantities executed without any change in the contracted rate due to variation in quantity, if any.

#### 6. QUALITY CONTROL OF MATERIAL

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

## 7. . SITE WORKING RULES AND REGULATIONS:

a) The contractor shall furnish IUAC, the Power of Attorney name and signature of his

authorized representative who will be in-charge of the execution of the works at site. The contractor shall also furnish the list of technically qualified persons employed by him for execution of the works.

b) Save as otherwise specifically provided in this Agreement the rates and prices herein, unless otherwise stipulated elsewhere in this Agreement, include all the costs, expenses and outlays of the contractor for executing the works and fulfilling all the obligations of the Contractor under this agreement.

## 8. INSPECTION OF WORK

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

The work during its progress shall be inspected by the Engineer or Engineer-in-charge on behalf of and the contractor shall extend all co-operations to the engineers inspecting the work.

## 9. AGENCY'S RISKS

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

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

If it shall appear to IUAC, or our representatives, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the IUAC in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the work order for every week not exceeding ten days while his failure to do so that continue and in the case of any such failure IUAC, may rectify or remove, and reexecute the work or remove and replace with other materials or articles complained of, as the case may be at risk and expenses in all respects of the contractor.

- **11.** Contractor should depute a technically qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the IUAC Engineers, responsible for supervision of work, on regular basis.
- 12. The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by IUAC shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
- **13.** If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction

from contractor's bills along with penalty, if contractor fails to make good the loss.

- **14.** No material belonging to the contractor whether consumable or non-consumable should be brought inside the IUAC campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre. Material delivery challans duly entered at the main gate shall to be submitted.
- **15.** During execution of the work, contractor should dispose-off waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill. In case contractor fails to clear site for debris and other material within 3 days from submission of final bill, IUAC reserves the right to get the site clears from other agency and penalize contractor of Rs. 10000/- in the final bill. In case the contractor fails to clear site for debris and other material within 3 days from submission of Rs. 10000/- in the final bill. IUAC reserves the right to get the site cleared from other agency and penalize contractor of Rs. 10000/- in the final bill, IUAC reserves the right to get the site cleared from other agency and penalize contractor of Rs. 10000/- in the final bill.
- **16.** It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.
- **17.** During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
- **18.** If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- **19.** During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
- **20.** Contractor will use only approved makes of materials as listed below and will get the samples of these materials approved by IUAC Engineer before incorporating in the work.
- **<u>21.</u>** Payment for executed work will be made to contractor based on actual measurement only.

Seal & Signature of Contractor

#### **TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS FOR ITEM NO. 24-26 (Organic** waste converter machine (OWC), Portable Garden Shredder & Single Curing System for OWC)

#### a <u>Organic Waste Converter (OWC):</u>

- 1.1 Organic Waste Converter (OWC) set comprising of composting machine and curing system. Composting machine should be of capacity of processing 10 Kg of organic waste per batch (batch duration, 15 min) catering to kitchen waste and horticulture waste like dry leaves.
  - 1.2 The Motor of the OWC shall be of minimum 2.5 HP main motor and 2.5 HP chopper motor. All the contact part and the external protective main body of the OWC shall be made of Stainless Steel (Grade-304). The OWC shall be provided with mobility arrangement.

#### b Portable Garden Shredder

2.1 The feed volume shall be of adequate capacity and the motor capacity of shredder shall be 2 HP. The cutters of the shredder should have MS contact parts, shall be carburized, and hardened. The cutters shall be capable of operating at speeds to facilitate self-cleaning. The body cover of the shredder shall be made of Stainless steel (Grade-304) and should have mobility arrangement.

#### c Single Curing System for OWC smooth operation

3.1 The Compost Curing facility shall have capacity of 100 Kg of Organic Waste per day with 30 No. of HDPE crates of size minimum 54x36x26 cm, laminated with aerating net, one number of four shelf folding storage rack of size minimum 365x120x255 cm, two Number of Leach ate collection Tray of G.I of Size minimum 150X55X7cm, 1 No. of Leachate collection tray of G.I. of size minimum 150x55x7c and a Single fogger having Moisture control fogging system consisting of 70 foggers, Disc Filter, Ball Valve, 1 No of Pump, Time Control unit for spray and frequency control, One number of pressure gauge, and other accessories like piping, valves etc.

3.2 Supply of required quantities of consumables (for 3 months period as a trial) chemicals, Additives and Special Micro-organism to break down the organic waste or the composting culture, dour control agent etc. required for operation of the OWC so as to treat 50-70 Kg per day (1500-2100 kg in month) of organic waste. The types and quantities of consumables shall be as per the requirement of the OWC machine. The rate is inclusive of cost of all consumables and chemicals.

2.1.7 The quoted rate should include the cost of all equipment etc. complete as per specification and direction of Engineer-in-Charge.

**Inspection and Testing:** - The purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the contractor / supplier in advance, in writing, the purchaser's Programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards

the transportation, boarding & lodging will be borne by the purchaser/client and/or its nominated representative(s).

a) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the contractor /supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

d) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

e) The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above. f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.

#### 9. Guarantee/Warranty Terms:

a) The contractor / successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

b) The contractor /successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.

c) All the equipment's including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period of one year after completion of work . During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty. The items which are not covered under warranty should be clearly mentioned along with rate of the items.

#### LIST OF APPROVED MAKES

	1 Acrylic / Oil bound distemp	er : Asian, Jenson & Nicholson, Berger				
2	<b>Premium Acrylic Emulsion</b> Paint :	Shalimar, Asian, Jenson & Nicholson, Berger, ICI, Nerolac				
3	Enamel paint: :	Do				
4	Adhesive (for mixing in whitewash)	: DDL(M/S Pidlite), SDL(M/S Chemisol) Mastercreet(M/S Choksey)				
5	Cement Primer	: same as above item 1				
6	Wall Putty (cement based)	: Birla, JK, Sakrani ,Asian				
7	Admixture for bonding	: Pidilite , Parex , Chemisol , Choksey				
8	Ceramic tiles and Glazed tiles (all sizes)	: Varmora , Johnson, Kajaria, OASIS, Somany,& RAK				

- **9** Structural Extruded Sections viz. Tee Iron, : SAIL, Tisco, Rana ,Mahaveer, Barnala & Capital Angle iron, Flats etc.
- **10 Hot finished welded , seamless and ERW type** : TATA , Jindal (Hisar), Wellspun, TTT, Sandeep Steel Tubes
- 11 Cement : O.P.C./P.P.C. confirming to IS : 1489 ACC, Birla, Ambuja, Jaypee & J.K. Cement.

## <u>ANNEXURE I</u>

## TENDER ACCEPTANCE LETTER (To be given on Bidders/ Company Letter Head)

Date:

To The Director Inter-University Accelerator Centre Aruna Asaf Ali Marg New Delhi-110 067. Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: \_\_\_\_\_\_

Dear Sir,

1. We have downloaded / obtained the tender document(s) for the above mentioned

'Tender/Work' from the web site(s) namely: ..... as per your advertisement, given in the above mentioned website(s).

2. We hereby certify that we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and we shall abide hereby by the terms / conditions / clauses Contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.

6. We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### Annexure - II

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

#### <u>Certificate/ Undertaking for site visit</u>

This is to certify that we have visited the site where **SITC of Organic Waste Converter (OWC) machine including civil work in IUAC Campus** works have to be done in IUAC lab complex on ...... and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

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

(Signature of the Bidder, with Official Seal)

## Annexure III BID SECURING DECLARATION FORM

Tender/Bid No.:

Date:

To The Director IUAC, New Delhi

Dear Sir,

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We,

- **a** have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- **b** Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 28 days after the expiration of the validity of my/our Bid.

Signed:

Name:

Datedon\_\_\_\_\_dayof \_\_\_\_\_

Corporate Seal (where appropriate)

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

#### Annexure IV

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

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

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.

2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.

3. I/We have never been certified as 'Unsatisfactory Performer'' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;

- 4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake/ forged or contains willful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies / bidders shall be debarred from tendering withe the Institute.
- 5. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies / bidders shall be debarred from tendering with the Institute.

Seal and Signatures of the Authorized Person of the Agency

Name and designation of the Authorized Person of the Agency

Place: Date:

#### Annexure -V

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

No: \_\_\_\_\_

Date \_\_\_\_\_

To, The Director IUAC New Delhi

Sir,

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

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

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

a b c

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

Thanking you,

Yours sincerely,

Signature (Name of the Authorized Signatory) Company Seal

# Annexure- VI

# CHECK-LIST FOR PRE-QUALIFICATION BID FOR

## SITC of Organic Waste Converter (OWC) machine including civil work in IUAC Campus

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

(Seal & Signatures of Contractor)

(Name and Address of the Bidder)

**Telephone No.** 

#### Part-B

#### **BOQ/PRICE BID**

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

Tender Inviting Authority: INTER UNIVERSITY ACCELERATOR CENTRE

Name of Work/Supply: SITC of Organic Waste Converter (OWC) machine including civil work in IUAC Campus

	B.O.Q				a		
Name of work: P/F Organic waste converter (OWC) Machine including Civil work in IUAC   ITE DESCRIPTION OF ITEM UNIT QUANT RATE Amount							
M NO	DESCRIPTION OF ITEM	UNIT	ITY	RATE	Amount		
1	Clearing the area of existing site, remove off all vegetation (if any), dust, and minor malba, including disposal of rubbish and malba within 100 mtr lead as instructed by Engineer.	Sqm	160				
2	Earth work (All kinds of soil) in excavation by mechanical means (Hydraulic excavator)/manual means over areas including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.	Cum	10				
3	Providing and laying in position cement concrete of 1:4:8 (1 cement: 4 fine sand: 8 graded stone aggregate 40 mm nominal size) including the cost of centering and shuttering.	Cum	7				
4	Providing and laying in position cement concrete of 1:2:4 (1 cement: 4 fine sand: 8 graded stone aggregate 40 mm nominal size) including the cost of centering and shuttering.	Cum	8				
5	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in cement mortar 1:6 (1 cement :6 coarse sand) in foundation and plinth	Cum	7				
6	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 with Cement mortar 1:6 (1 cement: 6 coarse sand) in superstructure above plinth level up height of 6 mtr.	Cum	10				
7	Providing and laying Steel reinforcement (Thermo-Mechanically Treated bars) for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.	kg	100				
8	Reinforced cement concrete work with 1:1.5:3 (1 cement: 1.5 coarse sand: 4 graded stone aggregate 20 mm nominal size) in foundation for machine ,roof ,lintels, bands above plinth level , including the cost of centering, shuttering, finishing but excluding the cost of reinforcement .	Cum	5				
9	Supply and stacking of available earth / malba boulders /stones ,concrete debris (excluding rock) at site, within available in lead of 900 mtr including carriage, loading , unloading & stacking up to any lead (measured stacks will be reduced by 20% for payment).	Cum	60				
10	Filling available earth /boulders/stones, concrete debris (excluding rock) below plinth, the concrete floor, C.C pavements etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering.	Cum	60				
11	P/F 15 mm cement plaster of <b>1:4</b> ( <b>1 cement: 4 course sand</b> ) on brick work	Sqm	60				
12	Excavation holes up to .50 cum including getting out the excavated soil as specified in DSR.	Each	12				

13	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sqm	45	
14	Wall tile work with 8mm thick wall cladding tile (GRC permanent finish concrete tile ) upto .5 m height with special adhesive over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand), including pointing in white cement mixed with pigment of appropriate colour to match the tile shade.	Sqm	45	
15	Providing and laying Heavy duty Vitrified tiles Size of Tile 600x600 mm (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete.	Sqm	70	
16	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	1250	
17	Providing and fixing welded MS wire mesh size 75 X 25 mm , of weight not less than 7.5 kg/sqm, including strengthening with welding or nuts, bolts and washers as required including 2 or more coat of enamel paint over primer coat , complete as per the direction of Engineer-in- charge.	Sqm	70	
18	Providing and fixing ISI marked oxidized M.S. sliding door bolts of size 300x16 mm with nuts and bolts/welding etc. complete	Each	4.00	
19	Providing and fixing ISI mark oxidized M.S. D-Type handles (125 mm size) conforming to IS:4992 including nuts, bolts/welding etc. complete	Each	4.00	
20	P/F tubular (round /square/rectangular hollow tubes) pipes , including cutting, welding ,hoisting, fixing in position after making them oval/half round shape as per drawing and site instruction including applying a priming coat of approved steel primer and two coats of PU enamel paint of approved make and colour .	KG	850	

21	Providing and fixing precoated galvanized iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 meter or as desired by Engineer in-charge. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55 mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	80	
22	Providing and fixing precoated galvanized steel sheet Gutter (600 mm over all girth), 0.50 mm (+ 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self-drilling/ self-tapping screws complete	Rmtr	12	
23	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes (110 mm diameter conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, Single socketed pipes including required moulded UPVC fitting such as coupler ,door bend , bend etc	Rmtr	15	
24	SITC of <b>Organic waste converter machine (OWC)</b> for waste conversion capacity of minimum 100 Kg/day, with minimum batch capacity of 10 kg per batch with facility of semi-automatic /fully automatic operation .The OWC should be operated with electric motor and compatible with local resource / electric connection with complete installation on site including one year maintenance period / and basic training to client staff (for minimum 7 days) for successful day to day operation. The following modal /brand or equivalent is recommended /approved: Excel Industries Ltd. Modal No. OWC-30 / NETEL INDIA -NETEKECO BIOMALI Modal no. BIOMALI NE-100 S / ALPHATHERM Semi-Automatic series Modal Eco 100 -with capacity of 100 kg /per day minimum / SMART Xpress 100 Composter -Modal No. SX100 /Nachiket Modal No. NAC 100 Note: All the equipment including the accessories supplied as per the above mentioned item should carry comprehensive warranty (including all spares, accessful Bidder shall replace all defective parts / accessories, consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.	Each	1	

25	SITC of <b>Portable Garden Shredder</b> for garden waste shredding	Each	1		
	capacity of minimum 100 Kg/Hour, with semi-automatic /fully				
	automatic operation .The shredder should be operated with electric				
	motor and compatible with local resource / electric connection with				
	complete installation on site including one year maintenance				
	contract and basic training (for minimum 7 days) to client staff for				
	successful day to day operation .The following brand or equivalent				
	is recommended /approved : Excel Industries Ltd. / NETEL INDIA				
	-NETEKECO BIOMALI / ALPHATHERM Semi-/ SMART Xpress				
	/Nachiket				
	Note: All the equipment including the accessories supplied as per the above				
	mentioned item should carry comprehensive warranty (including all spares,				
	accessories but exclude the consumables for day to day operation) for				
	maintenance period mentioned in this item. During this period, the				
	successful Bidder shall replace all defective parts / accessories, consumables and attend to all repairs/break downs and undertake stipulated				
	number of preventive maintenance visits to every user installation site. The				
	cost of spare parts for all replacements has to be borne by the successful				
	Bidder during the period of comprehensive warranty.				
26	SITC of Single Curing System for OWC smooth operation with	Each	1		
	30 no. of HDPE crates of minimum size 54x36x26 cm, laminated				
	with aerating net, One no. of four shelf folding storage racks,				
	2no. of leach ate collection tray ( of G.I ) ,Double fogger ,disc				
	filler ,ball valve ,pump ,time control unit for spray ,pressure				
	gauge and other accessories such as piping ,valves etc complete				
	installation on site including one year maintenance contract and				
	basic training to client staff (for minimum 7 days) for successful day				
	to day operation .The following brand or equivalent is				
	recommended /approved : Excel Industries Ltd. / NETEL INDIA -				
	NETEKECO BIOMALI / ALPHATHERM Semi-/ SMART Xpress				
	/Nachiket				
	<b>Note:</b> All the equipment including the accessories supplied as per the above mentioned item should carry comprehensive warranty (including all spares,				
	accessories and consumables) for maintenance period mentioned in this item.				
	During this period, the successful Bidder shall replace all defective parts /				
	accessories, and attend to all repairs/break downs and undertake stipulated number				
	of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period				
	of comprehensive warranty but exclude the consumables for day to day				
	operation.				
27	Supply and laying in cable trench 4Cx10 sq mm aluminium	Rmtr	120		
	armoured LT cable XLPE insulated, 1100 V grade including				
	cable end terminations of make: CCI, Havells, Gloster,				
	Polycab, Capital				
28	Supply of 8 SWG GI wire and lying in cable trench with tying	Rmtr	200		
	on LT cable including connections on both ends as required.				
	CCI, Havells, Gloster, Polycab, Capital				
	Total				
				1	1

GST will be payable extra as/if applicable.