

# भारतीय विदेश ब्यापार संस्थान

# INDIAN INSTITUTE OF FOREIGN TRADE

# KOLKATA CAMPUS EDUCATIONAL AND RESIDENTIAL BUILDING

आवास सेवाओं के लिए निविदा पत्र

## TENDER FOR CONSTRUCTION OF D.G. SHED

(ITEM RATES BASIS)

निविदा पत्र

#### **TENDER DOCUMENT**

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT (K)/TENDER/D.G.SHED/2022-23/95

दिनांक / DATED:- 17/11/2022

#### INDIAN INSTITUTE OF FOREIGN TRADE

(A deemed to be University under Ministry of Commerce and Industry, Govt. of India)

Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata - 700107

# INDIAN INSTITUTE OF FOREIGN TRADE

<u>निविदा संख्या</u> /Tender No.: IIFT (K)/TENDER/D.G.SHED/2022-23/95

दिनांक / DATED:- 17/11/2022

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Section Officer Indian Institute of Foreign Trade Kolkata Centre

# SECTION – 1 NOTICE INVITING TENDER (NIT)

#### INDIAN INSTITUTE OF FOREIGN TRADE

(A deemed to be University under Ministry of Commerce and Industry, Govt. of India)

Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107

<u>निविदा संख्या</u> /Tender No.: **IIFT (K)/TENDER/D.G.SHED/2022-23/95** दिनांक / DATED 17/11//2022

1.0 Sealed tenders in Single Stage Two Envelope method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the vice Chancellor of IIFT for undertaking following works:

SI. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Construction of D.G. Shed at IIFT, Kolkata Centre on Sub Contract basis.	Rs.4.3 lakhs	Rs.8600.

- **2.0** Completion Time Period:- One Month.
- **3.0 Purchase of Tender Document:-** The tender document shall be available for downloading from the website <a href="https://www.iift.edu">www.iift.edu</a> / www.eprocure.gov.in/epublish/app from 17/11/2022 onwards.
- 4.0 Eligibility Criteria:-

The bidder who wish to participate should have successfully executed the general civil work deploying sufficient materials, skilled & unskilled manpower as per the following manner in project under Govt. / Semi Govt. / Public Sector / Private Sector during the last 7 (seven) financial years up to latest due date of submission the tender.

- a) The bidder should have satisfactorily completed similar work or civil work during last Three years ending previous day of last date of submission of tenders as detailed below:
  - i) In a single contract of value not less than 80% of the estimated cost put to the Tender.

Or

ii) In any 2 (Two) Single Contracts each of value not less than 60% of the estimated cost put to the Tender.

Or

iii) In any 3 (Three) Single Contracts each of value not less than 40% of the estimated cost put to the Tender

- v) The work experience should be supported by certificates issued by clients organizations. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of award and copies of Corresponding TDS Certificates. Value of work will be considered Equivalent to the amount of TDS Certificate.
- b) The bidder should have an Annual average turnover of Rs 5.0 lakhs for last Three year i.e. FY 19-20, FY 20-21,
- c) FY 21-22.
- d) The bidder should have a valid PAN.
- e) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

4.1 The Annual turnover certificate should be on letter head of a practicing Chartered Accountant. In case Account for FY 21-22 is not yet audited, a self-attested turnover statement supported by documents may be attached. Bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

Note:-

#### I) Certificate of Financial Turnover and Profit

At the time of submission of tender, the tenderer shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Profit of last 03 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years or for the period as specified in the tender document shall be uploaded.

#### II) Certificates in the name of other Companies:

- a) Certificates of Subsidiary: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.
- b) Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/ firms will be considered for qualification of such Company/ firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.
- 4.2 The bidder has to register himself / herself / itself within 7 days of award of work with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts, if not already registered.

#### 5.0 Bid Security / EMD:

- 5.1 The bidder shall submit the bid security/EMD.
- 5.1 The NSIC / MSME units shall be exempted from submission of Bid Security deposit on producing of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

**6.0** Submission of Tender bids:- The tender should be submitted as detailed below:-

**Envelope-1:** Comprising of EMD/NSIC-MSME declaration and tender document with all relevant papers duly sign & Stamp.

The envelope should be super scribe as "Technical Bid for Construction of D.G. Shed".

**Envelope-2:** Comprising of Price Bid. The envelope should be super scribed as "**Price Bid for Construction of D.G.**Shed".

Envelope 1 & Envelope 2 shall be enclosed in a big envelope super scribed as "Tender for Construction of D.G. Shed" should be submitted to the Accounts Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata - 700107".

- 7.0 Date & Time of Submission of Tender bids: 08./12./2022 at 15:00 hrs.
- **8.0** Opening of Tender bids:
- **8.1** The Tender shall be opened in the presence of intending tenderers or their authorized representatives, who choose to attend, at time & specified date.
- 9.0 Date & Time of Opening of Tender Bids:
- 9.1 Technical Bid:- 08/12/2022 at 16:30 hrs.
- **9.2** Financial Bid:- The date will be intimated later on to the technically qualified bidders only.
- **10.0** Tender bids received after due date & time will not be accepted.
- 11.0 Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
- **12.0** The purchaser reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.
- 13.0 The bidder shall furnish a declaration in his letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 13.1 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 14.0 The supplier has to indemnify IIFT against loss of input tax credit on account of Black-listing of supplier during tenure of contract.
- 15.0 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by supplier.
- **Note 1:** If date fixed for sale / submission opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for sale/submission/opening shall be on next working day, time and venue remaining unaltered.
- **Note 2:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.
- Note 3: All computer generated documents should be duly signed / attested by the bidder / vendor organization.

Date & Time of Site Inspection and Pre-bid Me	eting: -25/11/2022 at 15:30 l	ırs
•  -	•	
	Section	Officer
	Indian Institute of Foreign To	rade, Kolkata Centre
	Tel. No.: (033) 2419 5700 / 5900	, Fax: (033) 2443 2454
	E-mail: sokol	@iift.ac.in
TENDER FOR CONSTRUCTION OF D.G. SHED.		Page <b>6</b> of <b>46</b>

#### SECTION - 2

#### **TENDER INFORMATION**

- 1. Type of tender:
  - a) Single Stage Two Envelope system.
  - b) Technical & Financial bid to be submitted to Accounts Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata 700107.
- 2. Bid Validity Period / Validity of bid Offer: 90 days from the tender opening date.
- 3. The bid is invited in single stage two envelope systems:
  - 3.1 Techno-commercial envelope, shall contains following documents:
    - 1. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
      - I. Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India
      - II. Incorporation of company
      - III. Work experience certificate
      - IV. Bank Solvency Certificate
      - V. Turnover Certificate for FY 19-20, FY 20-21, FY 21-22.
      - VI. Copy of PAN
      - VII. Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
      - VIII. Proof of payment of Bid security / EMD through NEFT/RTGS
    - 2. Documents (self-attested) stated in Clause-10 of Section-4. Viz;
      - a) Valid NSIC / MSME certificate, if any.
      - b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
    - 3. Undertaking & declaration duly filled & signed. (Section 6A)
    - 4. Near-Relation declaration duly filled & signed. (Section 6B)
    - 5. Declaration in Lieu of EMD/Bid security. (Section 6C)
    - 6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 6D)
    - 7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section 6E)
    - 9. Bidder's Profile & Questionnaire duly filled & signed. (Section 8)
  - 3.2 Financial bid shall contain Price Schedule. (Section-9 Part B)
  - **Note 1:** First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

Section Officer Indian Institute of Foreign Trade Kolkata Centre

#### SECTION - 3

#### CONDITIONS OF CONTRACT

#### **Definitions**

1.

- The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Vice Chancellor of IIFT and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii. The Site shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
- iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv. The Vice Chancellor means the Vice Chancellor of Indian Institute of foreign Trade and his successors.
- v. Government of India shall mean the President of India.
- vi. The Engineer-in-charge means the Engineer/Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Vice Chancellor of Indian Institute of Foreign Trade/President of India as mentioned in Schedule 'F' hereunder.
- vii. The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone.
- viii. Accepting Authority shall mean the authority mentioned in Schedule 'F'.
- ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

	x. Market Rate shall be the rate as decided by the Engineer-in-
	Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in
	Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on
	the part(s) of work assigned to other agency(s) by the contractor
	as per terms of contract. Schedule(s) referred to in these conditions shall mean the
	relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
	Department means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.
	xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
	xiii. Tendered value means the value of the entire work as stipulated in the letter of award.
	xiv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
	GST shall mean Goods and Service Tax - Central, State and Inter State.
Scope and Performance	3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	6. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Section Officer Indian Institute of Foreign Trade Kolkata Centre

E-mail: sokol@iift.ac.in

#### SECTION – 4

#### **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

#### **1.0** DEFINITIONS:

- (a) "The Purchaser" means the Indian Institute of Foreign Trade (IIFT), Kolkata.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods / services under the contract.
- (d) "**The Goods / Services**" means all the equipment, machinery, and / or other materials / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

#### 2.0 ELIGIBILITY CONDITIONS:

Kindly refer to Clause 4 of Section − 1 i.e. NIT.

#### 3.0 COST OF BIDDING:

**3.1** The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 4.0 DOCUMENTS REQUIRED:

- **4.1** The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in Section-2 and Technical Bid Letter Section 9 (Part-A).
- **4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **5.0 CLARIFICATION OF BID DOCUMENTS:**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser by writing an E-mail to the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which is received 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by IIFT in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

#### 6.0 AMENDMENT OF BID DOCUMENTS:

- **6.1** The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- **6.2** The amendments shall be notified on website www.iift.edu /www.eprocure.gov.in/epublish/app into all prospective bidders and these amendments will be binding on them.
- **6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

#### 7.0 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security in accordance with Clause 12.

#### 8.0 BID FORM:

**8.1** The bidder shall complete the bid form and appropriate **Schedule of Quantity & Rates** furnished in the Bid Documents, indicating the item description / services to be supplied, brief description of the items / services, their quantity and unit as per Section-9.

#### 9.0 BID PRICES:

**9.1** The bidder shall give the Item rates as indicated in Schedule of Quantity & Rates. The unit Rate and all other components of the rate need to be individually indicated in each item for the services under the contract as per the Schedule of Quantity & Rates given in Section-9 Part-B.

**9.2** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- **10.1** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:
  - (a) Valid NSIC / MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category, proof in this regard also need to be submitted.
  - (b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.
  - (c) Power of Attorney as per Clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).
  - (d) Certificate of incorporation.
  - (e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

# 11.0 DOCUMENTS ESTABLISHING GOODS / SERVICES' CONFORMITY TO BID DOCUMENTS:

**11.1** <u>Pursuant to Clause-7</u>, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

#### 12.0 BID SECURITY/ EMD:

- **12.1** The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (NIT).
- **12.2**The NSIC/MSME bidders are exempted from payment of bid security subject to:
  - (a) A proof regarding valid registration with NSIC/MSME for the tendered services have to be attached along with the bid.
  - (b) The enlistment certificate issued by NSIC/MSME should be valid on the date of opening of tender.
- **12.3** The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- **12.4** A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened.
- **12.5**The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause-13.
- **12.6**The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause-28 and furnishing the performance security.
- **12.7**The implement of bid security declaration:
  - (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; **OR**
  - (b) If the bidder does not accept the APO or does not submit PBG & sign the contract / agreement in accordance with Clause-27 and Clause-28.

**NOTE: -**The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner, as applicable.

#### 13.0 PERIOD OF VALIDITY OF BIDS:

- **13.1** Bid shall remain valid for period specified in Clause-2, Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

#### 14.0 FORMAT AND SIGNING OF BID:

- **14.1**The bidder shall submit his bid through sealed envelopes complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, shall be signed by the person or persons signing the bid.

#### 14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / Institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

#### 15.0 Last Date & Time of Submission of Tender bids: 8/12/2022 at 15:00 hrs

#### 16.0 SUBMISSION OF BIDS:

- **16.1** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause- 7 of Section-I i.e. NIT.
- **16.2** The bidder may, at its discretion, extend this deadline for the submission of bids by mending the Bid Documents in accordance with Clause-6 (this section) in which case all rights and obligations of the purchaser and bidders previously

subject to the deadline will thereafter be subjected to the extended deadline.

#### 17.0 LATE BIDS:

**17.1** No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

#### 18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- **18.1**The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- **18.2** Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

#### 19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 The Tender opening committee of IIFT shall open bids in the chamber of "Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107", in the presence of intending tenderers or their authorized representatives, who choose to attend, on the date and time specified in Clause-9 of Section-1.
- **19.2** A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The following information should be read out at the time of bid opening:-
  - (a) Name of the Bidder
  - (b) Name of the item/services
  - (c) Bid Declaration Form
  - (d) Information in respect of eligibility of the bidder
  - (e) Details of bid modification/ withdrawal, if applicable
  - (f) Quantities/prices quoted in the bid
  - (g) Taxes & levies

#### 20.0 CLARIFICATION OF BIDS:

- **20.1** To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- **20.2** If any of the documents, required to be submitted along with the technical and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.
- **21.0 EVALUATION OF BIDS:-** Standard procedure is follow for evaluation of Bids.

#### 22.0 PLACEMENT OF ORDER:

**22.1**The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the

purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

- **22.2** The ordering price of bid shall not exceed the lowest evaluated package price.
- **22.3** The Purchaser reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by Purchaser after split up at the quoted/negotiated rates. No claim of the contractor whatsoever shall be entertained by the Purchaser on this account.

#### 23.0 OWNER'S RIGHT TO VARY QUANTITIES:

Purchaser reserves the right to increase or decrease up to 50% of the Quantity/ Amount of Schedule of Quantity & Rates as stipulated in the Tender document without any change of quoted Rates/Amount of the items and other terms and conditions of the Tender.

#### 24.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

#### 25.0 ISSUE OF ADVANCE PURCHASE ORDER:

- **25.1**The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- **25.2**The bidder shall within 7 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

#### **26.0 SIGNING OF CONTRACT:**

- **26.1** The issue of Advance Purchase order shall constitute the award of contract on the bidder.
- **26.2** Upon furnishing of performance guarantee by successful bidder (pursuant to Clause-27) and signing of contract, the purchaser shall discharge the bid security in pursuant to Clause-12.

#### 27.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and in event the purchaser may award the work to any other bidder at its discretion or call for new bids.

#### 28.0 QUALITY ASSURANCE REQUIREMENTS:

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

#### 29.0 NEAR-RELATIONSHIP CERTIFICATE:

- **29.1** The bidder should give a certificate that none of his/ her near relative is working in the units where he is going to apply for the tender. The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 29.2 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- **29.3** The format of the certificate is given in Section 6 (B).

#### **30.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:**

- **30.1** The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- **30.2** If any document / paper / certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.
- **30.3** The Bidder should have a registered office in Kolkata.
- **30.4** Safety as mention Section -5, Part-A, clause -4.00 & CPWD Safety rules for construction industries should be followed by the Vendor and No separate fee will be charged by the vendor nor should it be deducted from the wages of Employees deputed in the Institute. The bidders may quote accordingly.
- **30.5** For each violation of tender terms & conditions, penalty up to Rs.5, 000/- may be imposed by the Institute.
- **30.6** The successful bidder should depute a person who shall be the point of contact for all official purposes. The person should be well aware of the tender terms and conditions.
- **30.7** Any vendor who has worked with IIFT and violated any of the tender terms & conditions in past three years are barred from participating in this tender.
- **31.0**The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.

Section Officer Indian Institute of Foreign Trade Kolkata Centre

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# SECTION - 5 (Part-A)

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1.0 APPLICATION:

The general condition shall apply in contracts made by the "Contractee" for "Construction of D.G. Shed at IIFT (K), Campus.

#### 2.0 PERFORMANCE GUARANTEE:-

- (a) The bidder who are the valid registered with the designated bodies i.e. NSIC/MSME are exempted to submission the Performance Guarantee.
- (b) The bidder (except NSIC / MSMEs who are registered with the designated bodies) shall furnish performance guarantee to the "Contractee" for an amount equal to 5% of the value of Work order within 14 days from the date of issue of Work Order by the purchaser.
- (c) The proceeds of the performance guarantee shall be payable to the "Contractee" as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (d) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled Bank, valid for (1+12) =13 months, in the Performa provided in Bid Document.
- (e) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

#### 3.0 LABOUR REGULATIONS:-

- (R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to IIFT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Employees Liability Act 2016, Maternity (Amendment) Act 2017, Apprenticeship (Amendment) Rules 2019, EPF Act latest Amendments 2021, ESI Amendment Act 2021 and Code of Wages 2019 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him.
- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (d) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his / their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss / damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

#### 4.0 SAFETY REGULATIONS:-

- (a) During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property
- (b) The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or Institute and shall post such lookout men as in the opinion of the officer in charge are required.

#### 5.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:-

- (a) The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of IIFT.
- (b) The IIFT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- (c) The contractor shall indemnify and hold harmless the IIFT in respect of any claim arising out of the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 6(b) above, including their heirs and assigns, or by third parties.
- (d) For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of IIFT and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- (e) Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the IIFT, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

#### 6.0 RESPONSIBILITY FOR PAYMENT OF WAGES:-

- (a) The contractor shall be responsible for payment of wages to each worker (Manpower) deployed by him and such wages shall be paid **before 7th day of next month**.
- (b) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then IIFT shall make payment of wages in full or the unpaid balance due, as the case may be, to worker (Manpower) deployed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- (c) The contractor shall fix wage periods in respect of which wages shall be payable.
- (d) No wage period shall exceed one month.
- (e) The wages of every person deployed by the contractor shall be paid by "ECS/Cheque" before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within 48 hrs. of last working day. All the payments should be made in presence of "Authorized Representative" of IIFT.
- (f) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated. Wages shall Be paid without any deductions of any kind except those specified by the Central Government by general or special

order in this behalf or permissible under the Payment of Wages (Amendment) Act, 2017.

(g) A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to IIFT under acknowledgement.

#### 7.0 SCHEDULE OF SUBMISSION OF BILLS:-

As the value of estimated contract is 4.30 Lakhs & completion period of Contract is 30 days, therefore normally, Contractor will be submitted bills after completion of the work but on special case, on request of Contractors intermediate R.A. Bill may be submitted after completion of 60% work done of contract value. Engineer-in-charge may be certified the said bill's, 50% of work done of Contract value, on the basis of approval of Competent Authority. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

#### 8.0 PAYMENTS:

- 8.1 Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- 8.2 Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement / Contract.
  - (a) Account beneficiary's name.
  - (b) Account type.
  - (c) Account number.
  - (d) Name of the bank.
  - (e) Bank Branch's NEFT code.
  - (f) IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

8.3 The contractor will also have to submit employee-wise proof of ESI & EPF contribution. In case bills are not submitted with the above documents, IIFT will not be responsible for delay in payment.

#### 9.0 DEDUCTIONS:

In case the contractor fails to execute / perform the assigned works or part thereof, IIFT shall be authorized to make suitable deductions as deemed fit by IIFT from the bills of the contractor and damages will be charged to the extent of loss.

#### 10.0 ITEM RATES.

Item rate charged by the bidder for Construction of D.G. Shed under this contract shall not be higher than the item rates quoted by the bidder in its Bid.

#### 11.0 SUBCONTRACTS:

The bidder shall notify the "Contractee" in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

#### 12.0 DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE:

- (a) 07 days shall be allowed for submission of Performance Guarantee after receipt of L.O.I/ Work Order.
- (b) Start of services and performance of the services shall be made by the bidder in accordance with (a) above or the time schedule specified by the "Contractee" in its Work order. In case the services are not started in the stipulated time period, as indicated in the "Work Order", "Contractee" reserves the right to short-close / cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.

#### 13.0 LIQUIDATED DAMAGES:

(a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should,

however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause 13(b) below.

(b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of Rs.500/- per day for the delayed period.

#### 14.0 PENALTY CLAUSE:

The contracting agency would be expected to maintain high standards of Construction of D.G. Set.

- (a) Any <u>serious lapse\*</u> noticed by the said officers/committee members would attract minimum penalty of Rs 5,000/(Rupees one thousand only) for each contradiction of the tender clause
- (b) Any <u>minor lapse\*\*</u> noticed by the said officers/committee members would attract minimum penalty of Rs.1, 000/(Rupees one thousand only) for each contradiction of the tender clause.

#### ACTION BY AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser/Contractee.
- **15.1** When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

#### 15.0 FORCE MAJEURE:

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

#### 16.0 EXTENSION OF CONTRACT:

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of Three months.

#### 17.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

#### 18.0 ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- **(b)** Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor of IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Kolkata Centre.
- 19.0 Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.
  - I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
  - II. "Bidder" (including the term 'tenderer', 'consultant' 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 persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
  - III. "Bidder from a country which shares a land border with India" for the purpose of this order 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 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.
  - IV. The beneficial owner for the purpose of (iii) above will be as under:
    - 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, has a controlling ownership interest or who exercises control through other means.
       Explanation
      - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company:
      - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's 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;

- 1. 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.
- 2. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 3. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent 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.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person. VI. The successful bidder 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.

#### 20.0 SET OFF:

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

#### 21.0 COURT JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of APO shall be subject to the jurisdiction of the competent court at Kolkata only.

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## SECTION - 5 (PART - B)

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions)

- 1.0 The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- **2.0** Efficiency, hygiene, promptness, quality service, good behavior and politeness of the agency and his staff are the essence of the contract. The agency shall ensure that this essence of the contract is always maintained to the entire satisfaction of IIFT Administration.
- 3.0 The vendor shall arrange required sanitizers for their workers to prevent COVID19/virus infections and follow government guidelines issued from time to time.
- **4.0** The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of Vice Chancellor IIFT or his successor in all such events shall be final and binding.
- **5.0** Proprietor / Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 15 days of signing the agreement.
- 6.0 Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.
- 7.0 The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 15, Section-5 "Part-A"
- **8.0** The vendor has to abide by all the statutory laws regarding worker (manpower) welfare.
- **9.0** The vendor has to abide by all the statutory laws/order related to Covid -19 issued by DDMA or Home Ministry / Health Ministry. Nothing extra shall be paid on this account.
- 10.0 If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.
- 11.0 If the vendor fails to complete work or any portion thereof assigned to him or neglects to comply with any directions given to him, IIFT shall terminate the contract. In such case the Contractor shall be liable for any expense / loss or damage which IIFT may incur or sustain by failure of Contractors.

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# SECTION - 6

# **UNDERTAKING & DECLARATION**

# 6(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

(a)	Certified that:
1.	I / We
2.	If I / We fail to enter into the agreement & commence the work in time, the EMD / Performance guarantee deposited by us will stand forfeited to the IIFT.
3.	I / We are not blacklisted by GST authorities.
(b)	The bidder hereby covenants and declares that:
1.	All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2.	If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the EMD / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.
Date:	
	Signature of bidder
N	None of hidden
race: .	
	Along with date & Seal

6(B) – <u>NEAR RELATIONSHIP</u>	CERTIFICATE		
	(Format	of the Certificate)	
"1	S/o	R/o	hereby
tender document. In case at	any stage, it is found that th	er document is / are employed in IIFT unit as per details e information given by me is false / incorrect, IIFT shall h	
absolute right to take any actio	n as deemed fit / without any	prior intimation to me."	
Date:			
		Signature o	f bidder
Place:		Name of bidder  Along with date & Seal	
		Along with date & Seal	
		Along with date & Seal	
		Along with date & Seal	

6(C) Profor	ma for Deck	aration toward	Is Earnest Mone	y Depos	it (To be sub	<b>omitted</b> in	n Original on Le	etter	
Head o	of the Applica	ant/ Bidder)							
Whereas,			(name			has whereas t	submitted he Farnest Mo	bid oney Deno	for sit is
financial cru	inch on acco		er to give relief to vn in economy du posit:			_	•		
		•	ve withdraw or mo ied in the tender do		-	the period	d of validity of t	ender (incl	uding
` '			il to accept PO/APo he stipulated time p		•		•	ce guarante	ee, or
(3) If I/	we furnish any	y incorrect or fals	se statement/ inform	_	ocument;				
(4) If I/v	∕e hide any re	levant information	on or do not disclose		terial fact in th	e tender;			
	may be deb	-	d of three years ar	_	not be eligible	e to bid fo	or IIFT tenders f	rom the da	ate of
Date:						Sigr	nature of bidde	er	
Place:		····			of bidder ong with da				

Submitted in Original on Letter Head of the Applicant/ Bidder)  Whereas, I/we	ollowing declaration that no addition / being submitted and it is identical to the gnature of bidder
for	ollowing declaration that no addition / being submitted and it is identical to the gnature of bidder
	pllowing declaration that no addition / peing submitted and it is identical to the gnature of bidder
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Date:Signature of bidder	peing submitted and it is identical to the
Signature of bidder Place: Name of bidder	······································
Signature of bidder Place: Name of bidder	
Place: Name of bidder	

6 (E) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India.

#### **Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is 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 sub-contracting

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

Date:	Signature of bidder
Place:	Name of bidder
	Along with date & Seal

# **SECTION - 7**

### **PROFORMAS**

## 7 (A): For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

	(10 be typed on non-judicial stamp paper of appropriate value)
Su	pject: PERFORMANCE GUARANTEE
	Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no
in	IIFT Kolkata Centre" to M/s, R/c
Pe	formance Guarantee in favour of Director, IIFT of Rs/- (hereafter referred to as "P.G. Amount") valid up to .//20 (hereafter referred to as "Validity Date").
	v at the request of the Bidder, We
agı	eed to give this guarantee as hereinafter contained:
1.	We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2.	Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3.	We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4.	The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT

or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would

but for this provision have the effect of relieving or discharging the guarantor.

- 5. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Indian Institute of Foreign Trade" and payable at "Kolkata".
- 7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Diago	
Place	
Date	(Signature of the Bank Officer)
	(Rubber stamp of the bank
	Authorized Power of Attorney Number:
	Name of the Bank officer:
	Designation:
	Complete Postal address of Bank:
	Telephone Numbers
	Fax numbers
	i ax numbers
	E-mail ID:

# 7 (B): For Letter of Authorization for Attending Bid Opening Event

(To be typed preferably on letter head of the company)

Subject:	AUTHORIZATION FO	R ATTENDING BID OPENING AND I	PRESENTATION
I / We Mr./Ms	hav	ve submitted our bid for the tender no.	
IIFT(K)/TENDER/D.G.	SHED/2022-23/95	5दिनांक / DATED 14./10//2022,	
•		k in IIFT Kolkata Centre" which is due ade (IIFT), Plot No. 1583, Madurdaha,	•
We hereby authorize	Mr / Ms	& Mr./Ms	(Alternative) whose
		for the tender mentioned above on our	
Signature of the Representative	e		
		Signature of Bidder/Officer	authorized to sign
Name of the Representative		on behalf of the	•
Signature of the alternative Rep	nesemanve		
Name of the alternative Repres	entative		
Above Signatures Attested			
Note 1: Maximum of two repre	esentatives will be permitte	ed to attend the Bid opening.	
<b>Note 2:</b> Permission for entry to received.	the hall where bids are op-	pened may be refused in case authori	ization as prescribed above is not

# SECTION- 8 (Part-A)

# **BIDDER'S PROFILE & QUESTIONNAIRE**

(To be filled in and submitted by the bidder)

A)	<u>B</u>	IDDER'S	PROFILE:									
1.	Nan	ne of the I	ndividual / Firm:									
2.	Present correspondences address:											
	Telephone No, Mobile No, FAX No											
3.	Add		place of Works / Manufacto									
	Tele		o, Mobile No.									
4.		e the Typek the corre	e of Firm: Sole proprietorship ect choice)	/ Partnership Firm / Private Limited	Company							
5.	Nan	ne of the s	sole proprietor / partners / Director(s)	of Pvt. Ltd Co.:								
		S. No.	Name	Father's Name	Designation							
		1.										
		2.										
		3.										
6.		•	person authorized to enter into and e rtnership / Private Ltd Company):	execute contract / agreement and to	he capacity in which he is authorized							
		· 										
7.	Bid	security/ E	EMD DECLARATION FORM									
8.	Perr	manent Ad	ccount No.:									
9. 10.			cate No Va tion No	•								
11.	Ann	ual Turno	ver and Profit of past three years as n	mentioned on letter head of CA								
	(a) A	Annual tu	rnover and Profit for FY 2019-20									
	. ,		nover and Profit for FY 2020-21 nover and Profit for FY 2021-22									

13.		vency Certificate attached:  perience in Construction of Civil / Mechanical Engineering (in the	Yes / No.  Civil / Mechanical Engineering (in the past 7 years): Yes / No				
		s, kindly provide name and duration (From – Till)					
14	4. De	etails of the Bidder's Bank for effecting e-payments:					
		(a) Beneficiary Bank Name:					
		(b) Beneficiary Branch Name:					
		(c) IFSC code of Beneficiary Branch:					
		(d) Beneficiary Account No.:					
		(6) Branch Serial NO (IVIII R NO ).					
	Whe Addr	(e) Branch Serial No. (MICR No.):ether the firm has Office / works (i.e. manufacture of the tender dress	ed item) in Kolkata. If so, state its				
	Addr	ether the firm has Office / works (i.e. manufacture of the tender	ed item) in Kolkata. If so, state its				
 Q	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress	······································				
 <u>Q</u>	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to completely fixed to the tender details.	te the work specified in the specification? Yes No				
 <u>Q</u> 1.	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to comple	te the work specified in the specification? Yes No				
 <u>Q</u> 1. 1.	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to comple If Yes, Give details:  Do you think any other item of work need to be included in the complete of the tender of the tend	te the work specified in the specification? Yes No  n tender form to complete the work specified in the				
 <u>Q</u> 1 1 2	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to comple If Yes, Give details:  Do you think any other item of work need to be included in specification?  Yes/ No  If Yes, Give details:	te the work specified in the specification? Yes No  n tender form to complete the work specified in the				
 <u>Q</u> 1 1 2	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to completely life. Yes, Give details:  Do you think any other item of work need to be included in specification?  Yes/ No	te the work specified in the specification? Yes No  n tender form to complete the work specified in the				
 <u>Q</u> 1 1 2	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to completely office of the specification?  Do you think any other item of work need to be included in specification?  Yes/ No  If Yes, Give details:  Suggestion for improvement of the tender document:	te the work specified in the specification? Yes No  n tender form to complete the work specified in the				
 <u>Q</u> 1 1 2	Addr	ether the firm has Office / works (i.e. manufacture of the tender dress  STIONNAIRE  Do you think any other detail / material is required to completely of the specification?  Do you think any other item of work need to be included in specification?  Yes/ No  If Yes, Give details:  Suggestion for improvement of the tender document:	te the work specified in the specification? Yes No				

# SECTION- 8 (Part-B)

# DRAFT - AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Articles of agreement made and entered in to this day between the INDIAN INSTITUTE OF FOREIGN TRADE and  M/s
Whereas the contractor have contracted with the INDIAN INSTITUTE OF FOREIGN TRADE in respect of Construction of D.G. Shed in IIFT Kolkata Centre vide LOA No
And whereas the said contractor have prior to the execution of these presents offered a <b>Bank Guarantee Note</b>
Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and betwee the said parties to these presents in the manner following.
That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said INDIAN INSTITUTE OF FOREIGN TRADE and also if the said contractor or their representative shall pay or cause to be paid to the said INDIAN INSTITUTE OF FOREIGN TRADE for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.
Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall b

made by the said contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful

for	the	INDIAN	INSTITUTE	OF	FOREIGN	TRADE	to	claim	Rs.	/-	(Rupees
						only) towar	rds the	liquidatio	n of the	liability of the said	contractor
in res	pect of	such default	as aforesaid.								

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being & until the final adjustment of the accounts between the said contractor & the INDIAN INSTITUTE OF FOREIGN TRADE and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being or in any Treasury in which they may be lodged by the INDIAN INSTITUTE OF FOREIGN TRADE. In witness where of the said contractor and the said INDIAN INSTITUTE OF FOREIGN TRADE acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of NIT No.: IIFT (K)/TENDER/D.G.SHED /2022-23/95 Dated:- 17/ 11/2022 forms the integral part of this agreement.

# SECTION – 9 (PART – A) TECHNICAL BID LETTER

To, Section Officer Indian Institute of Foreign Trade (IIFT) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107

Sub.: Tender for "Construction of D.G. Shed at Service Block in IIFT Kolkata Centre" Ref.: Tender No.: IIFT (K)/TENDER/D.G.SHED /2022-23/95 Dated:- 14/10./2022

With reference to the above mentioned Tender for Construction of D.G. Shed in IIFT Kolkata Centre", we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents;

- 1. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-4, Section-1 of the NIT viz;
- (a) Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India
- (b) Incorporation of company
- (c) Work experience certificate
- (d) Bank Solvency Certificate
- (e) Turnover Certificate for FY 19-20, FY 20-21, FY 21-22.
- (f) Copy of PAN
- (g) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- (h) Proof of payment of Bid security / EMD through NEFT/RTGS
- 2. Documents (self-attested) stated in Clause-10 of Section-4. Viz:
  - a) Valid NSIC / MSME certificate, if any.
  - b) Article or Memorandum of Association or partnership deed or proprietorship
- 3. Undertaking & declaration duly filled & signed. (Section 6A)
- 4. Near-Relation declaration duly filled & signed. (Section 6B)
- 5. Declaration in Lieu of EMD/Bid security. (Section 6C)
- 6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 6D)
- 7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section 6E)
- 8. Bidder's Profile & Questionnaire duly filled & signed. (Section 8)

Date:	Yours truthfully, Signature
Date	Name
	Address
	Telephone
	Seal of the firm

#### **SECTION - 10**

### TECHNICAL SPECIFICATION

# 1.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING AND ORDERS ETC.

All items of work in the bill of quantities /Schedule of quantities shall be carried out as per the CPWD/ MORTH (as the case may be) specifications, drawings and instructions of the Engineer-in- Charge/Section Officer of IIFT (K) and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery as called for in the detailed specifications and conditions of the contract. Latest updated CPWD specification shall be followed for execution of work.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### 2.00 MATERIALS TO BE PROVIDED BY THE CONTRACTOR:-

2.01 The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works. The Contractor shall at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used in the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract.

The contractor shall, if requested by the Engineer-in-Charge, furnish proof, to the satisfaction of the Engineer-in-Charge, regarding compliance of the materials so procured

The contractor shall submit the samples of materials to be tested or analysed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specification. The Engineer-in –Charge or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles

or machinery are being obtained for the works and the contractor shall afford every

facility and every assistance and cost in obtaining the right and visit to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to acquire other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the contractor.

- 2.02 The contractor shall ensure that the materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such materials shall not be destroyed/disposed-off without the permission of IIFT (K).
- 2.03 The contractor shall produce receipt vouchers showing quantities of the materials to the satisfaction of the Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the contractor. A certified copy of each such vouchers signed both by IIFT (K) and the contractor shall be kept on record.

#### 3.00 MATERIALS AND SAMPLES.

- 3.01 The materials/products used on the works shall be one of the approved make/brands out of list of manufacturers /brands / makes given in the tender documents. The contractor shall submit samples/specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/materials at his sole discretion. The final choice of brand/make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the contractor.
- 3.02 The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by IIFT (K). The materials, articles etc. as approved shall be labelled as such and shall be signed by IIFT (K) and the Contractor representative.
- 3.03 The approved samples shall be kept in the custody of the Engineer-in-Charge of IIFT (K) till completion of the work. Thereafter the samples except those destroyed during the testing shall be returned to the contractor. No payment will be made to the contractor for the sample or samples destroyed in testing.

#### 4.00 CONTRACTOR TO SUPPLY TOOLS & PLANTS

The Contractor shall provide at his own cost all materials, machinery, Tools & Plants as required for the completion of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents

forming part of the contract or referred to in these conditions or not , or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

#### 5.00 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling of equipment, clearing the site etc. shall be deemed to be included in price quoted and no separate payment on account of such expenses shall be entertained.

#### 6.00 FIRST -AID FACILITIES

At every work place first-aid facilities shall be provided and maintained, so as to be easily accessible during working hours. First- Aid boxes at the rate of not less than one box Per 50 contract labourers or part thereof ordinarily employed.

#### 7.00 SITE CLEARANCE.

The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the IIFT (K) the contractor shall remove all temporary structures like the site offices, Cement Go-down, Stores, Labour Hutments, Scaffolding rubbish, debris etc., left over materials, tools and Plants, equipment's etc., clean the site to the entire satisfaction of the Engineer-in-Charge. If this is not done the same will be got done by IIFT (K) at his risk and cost.

8.00	APPROVED MAKE FOR CONSTRUCTION OF D.G.SHED.
<u>i)</u>	For Cement (PPC/OPC):- UltraTech, Ambuja, Lafarge, ACC
<u>ii)</u>	For Steel (Fe-500):- SAIL, RINL, TATA, JSW, SRMB, Shyam Steel
<u>iii)</u>	For Structural Steel (S 275):- SAIL, RINL, TATA, JSW, SRMB, Shyam
	Steel
<u>iv)</u>	For Stone Metal :- Rampurhat/Pakur
<u>v)</u>	For Painting: - Asian, Berger, Dulux.
<u>vi)</u>	For Any others materials: - As per ISI standard.

Section Officer Indian Institute of Foreign Trade Kolkata Centre

# SECTION - 11 (Part-A)

	FINANCIAL BID LETTER
Fr	om,
	Bidder's Ref: No:
S 1	Section Officer Indian Institute of Foreign Trade (IIFT) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.
	Ref.: Your Tender Enquiry No. IIFT (K)/TENDER/D.G.SHED/2022-23/95, Dated:- 14/10/2022
1.	Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos
2.	Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3.	I/We agree to abide by this Bid for a period of <b>90 days</b> from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4.	I/We have read the [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
5.	I/We understand that False declarations will be in breach of the Code of Integrity under

rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with

TENDER FOR CONSTRUCTION OF D.G. SHED.

such other actions as may be permissible under law.

Page **40** of **46** 

- 6. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
- 7. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
- 8. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
- 9. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
- 10.If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
- 11. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Yours truthfully,

Dated: day of 20	Signature
	Name
	Address
	Telephone
	Seal of the firm

# SECTION - 11 (PART - B)

# **PRICE SCHEDULE**

Name of Work:- "Construction of D.G.Shed" at Service Block of IIFT, Kolkata Centre at Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

Tender No. :- IIFT (K)/TENDER/D.G.SHED/2022-23/95. Dated 14/10/2022

### GENERAL GUIDELINES FOR PRICE BID.

1	The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.
2	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest bid shall be decided on the basis of revised offer.
3	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates.
4	In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item. But the work, if awarded, will be on the lowest quoted rate obtained against that item.
5	The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
6	The bidders shall enter both 'Unit Rate" & 'Amount'. In case of any mismatch between 'Total amount based on Unit rate' & Total Amount as quoted', the higher of the two shall be considered for evaluation and the lower of the two shall be considered for award.
7	Evaluation of the bids shall be done based on total price against this SOQR.
8	Quoted Rates shall be inclusive of <b>all expenses and GST</b> , to be incurred by vendor for providing goods and service as specified in the Scope of Work and Technical Specification of Section of the tender document.
9	As Item rates are including GST, Therefore Value of Tax Invoice of any R.A. Or Final Bills should be calculated as follows. <b>Tax Invoice Value= Gross Value of Work Done/118*100.</b>

# PRICE SCHEDULE SCHEDULE OF QUANTITY AND RATES

Item no.	Description of Items.	Unit.	Quantity	Rate in Figures. (Rs.)	Rate in Words (Rs.)	Amount in Rupees.
W-01	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 Sqm. on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m, as directed by Engineer-in charge.					
a)	All kinds of soil.	CUM.	25.00			
D-02	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	CUM.	20.00			
D-03	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources).	CUM.	2.00			
D-04	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement – All work up to plinth level.					
a)	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size de rived from natural sources).	CUM.	3.00			

# SCHEDULE OF QUANTITY AND RATES

Item no.	Description of Items.	Unit.	Quantity	Rate in Figures. (Rs.)	Rate in Words (Rs.).	Amount in Rupees.
D-05	Centering and shuttering including strutting, propping etc. and removal of form.					
(a).	For 5.9.1 Foundations, footings, bases of columns, etc. for mass Concrete.	SQM	21.00			
D-06	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.					
	Steel reinforcement for R.C.C. work ready to use "cut and bend" rebar's of approved make from factory/workshop to construction site including					
a)	placing in position and binding all complete upto plinth level. 5.22B.1 Thermo- Mechanically Treated bars of	KG.	200.00			
D-07	grade Fe-500D or more.  Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: 6.1.1 Cement mortar 1:6 (1					
D-08	cement: 6 coarse sand).  15 mm cement plaster on the rough side of single or half brick wall of mix:	CUM	2.00			
a) D-09	1:6 (1 cement: 6 fine sand)  Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.	SQM	20.00			

# SCHEDULE OF QUANTITY AND RATES

Item no.	Description of Items.	Unit.	Quantity	Rate in Figures (Rs.).	Rate in Words (Rs.).	Amount in Rupees.
a)	In stringers, Truss, Columns, Tie with ISMC etc., including use of welding & Bolt, Nuts work wherever required, all complete.	KG.	2000.00			
D-10	Providing & fixing at all heights, levels and locations Mill finish Aluminium alloy roofing sheets of alloy IS designation 31500, temper Hx8 conforming to IS 737 and dimensions as per IS code 2676 with characteristics of good formability and corrosion resistance. The profile sheets shall be fixed to truss members in slope or required pitch or curvature with Hex cap headed self-drilling/tapping Stainless steel screws M6, 50 mm long with 3 mm EPDM seal washer etc. all inclusive of labour, scaffolding, T&P and sundries etc. complete as per directions of the Engineer-In-Charge. (Cost of truss/frame work shall be paid separately).					
a)	0.71 mm, troughed profile with centre to centre pitch of 200 mm, depth of 32 mm, overall profile width1092 mm, cover width 1000mm.	SQM	75.00			
D-11	Providing and fixing of Precoated colour or mill finish Aluminium Roofing Accessories in 0.71 mm thickness, Alloy 31500 (IS designation) [Aluminium Alloy (AA) 3004 (ISO designation)].					

# SCHEDULE OF QUANTITY AND RATES

Item no.	Description of Items.	Unit.	Quantity	Rate in Figures. (Rs.).	Rate in Words (Rs.).	Amount in Rupees.
	For colour, coating shall be 5-7 microns epoxy primer on both sides of the sheet and polyester top coat 15-18 microns, using self-drilling/tapping SS screws of size 6 x 50mm with 3mm thick EPDM seal and SS plain washer complete.					
a)	Pre coated/mill finish aluminum Crimp curve.	RM.	2.40			
D-12	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications:					
a)	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 Sqm. over an under coat of primer applied @ 0.80 ltr/10 Sqm. of approved brand and		55.00			
	Total Amount in Rupees for Item sl. No.:-D-01 to D-12 in figure  Total Amount in Rupees for Item sl. No.:-D-01 to D-12 in Word.					

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