

**INTERNATIONAL IIITB OF INFORMATION TECHNOLOGY-BANGALORE**

26/C, Electronics City, Hosur Road, Bengaluru: 560100

**Tender No. : IIITB/R2/2020-21/LAB-01**

**TENDER FOR** **LAB & CLASS ROOM FURNITURE**

**For**

**2nd Floor Ramanujan Block – IIITB**

|  |  |
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| **ARCHITECTS :**  **NU ASSOCIATES**  No. 940, 1st floor, Shantha Complex,  20th main road, BSK II stage,  Bangalore - 560 070, India  **e-mail :** [**architect@nuassociates.com**](mailto:architect@nuassociates.com) | **SMEP CONSULTANT:**  **NU ASSOCIATES**  No. 940, 1st floor, Shantha Complex,  20th main road, BSK II stage,  Bangalore - 560 070, India  **e-mail : office@nuassociates.com** |

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| **Tender Ref. No. IIITB/R2/2020-21/LAB-01** | 15th October, 2020 |

**Tender for Supply and Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block -IIITB**

International IIITB of Information Technology Bangalore, located at 26/C, Electronics City, Bangalore, Karnataka - 560100, invites sealed tenders from eligible bidders for Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block (under construction)

1. **Tender Details (Ref #** IIITB/R2/2020-21/LAB-01)

* 1. The Tender documents are enclosed
  2. Sealed Tender addressed to

**The CAO,**

**International IIITB of Information Technology,**

**26/C, Electronics City, Phase-1,**

**Bangalore – 560100**

may be submitted to reach IIITB’s reception **on or before 12.00 Hrs on 04.11.2020**

* 1. The Tender shall be submitted in the following manner and shall contain details / documents as listed below,

1. One sealed envelope super scribed **“Technical Tender - Tender for “Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block (under construction)”** shall contain the following
2. Letter of acceptance of Tender Conditions Duly filled and signed in the letter head of the Vendor company as per **annexure - 1.**
3. Tender document signed by the authorized signatory (all pages to be signed) with Addendum/Corrigendum (if any)
4. Duly signed letter of undertaking of authenticity as per **annexure-2**
5. Experience details as per **annexure-3**
6. Self attested Certificates of
7. Firm registration,
8. GST registration
9. Firm’s Pan card.
10. ESI Registration
11. PF Registration
12. Copy of ISO Certificate of the Bidder.
13. One sealed envelope super scribed **“Commercial Tender - Tender for “Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block (under construction)”** shall contain the following:

**Commercial Tender cover should include**

1. Duly signed stamped Covering Letter as per annexure - 4
2. duly filled Bill of Quantities with signature and seal in all the pages.
3. Both the envelopes (technical Tender as well as commercial Tender) shall be placed by the Tenderer in an outer sealed envelope super scribing **Tender for “Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block (under construction)”** The full name and postal address of the Bidder shall be written on the bottom left hand corner of the
4. **Timelines for Supply & Installation of Lab & Class Room Furniture at 2nd Floor at Ramanujan Block.**

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| **No** | **Task** | | **Date** |
| 1 | Release of Tender Inquiry | | 15th October, 2020 |
| 2 | Pre Tender meeting | | 22nd October, 2020, 11:00am at IIITB |
| 3 | Last date for submission of Tenders in sealed envelops | | 4th November, 2020 13:00 Hrs |
| 4 | Opening of the Technical Bid BBidBidBidTenders | | 4th November, 2020 14:00 Hrs |
| 5 | Completion of Technical Tender evaluation | | 5th November, 2020 |
| 6 | Opening of the Commercial Tenders | | 6th November, 2020, 2020 11:00am |
| 7 | Issue of Purchase Orders | | 13th November, 2020 |
| 8 | Project Completion period | | Within 4-6 weeks from issuance of Purchase Order |
| 9 | Payment Terms | 1. **Advance payment** – No advance payment 2. **Running Bills -** Payment shall be made within 15 working days from the date of submission of Architect/Third Party approved bills along with supporting documents. 3. **Final Bill Payment -** Payment shall be made within 30 days from the date of submission of Architect/Third Party approved bill along with supporting documents | |
| 10 | Defects Liability Period | as per manufacturer’s Warranty**.** | |
| 11 | Eligibility Criteria  **(Compulsory Criteria)** | * 1. Tenderer should be manufacturer of the Furniture.   2. Tenderers should be ISO certified **(self attested copy to be enclosed with Tender.)**   3. The Tenderer must not be blacklisted by Central/State Government/Corporations in India **(an undertaking in Vendor’s Company letter head, duly signed and stamped to be enclosed.)**   4. Tenderer can seek clarifications, raise technical / Financial queries etc. related to Tender by **22.10.2020** via email to [**architect@nuassociates.com**](mailto:architect@nuassociates.com)or [**cao@iiitb.ac.in**](mailto:cao@iiitb.ac.in). The reply to clarifications sought or queries raised will be replied within 02-03 working days   5. Tenderers may submit Tenders as prescribed by the due date the time. | |
| 12 | Validity of Offer | 60 days from the date of opening the Price Tender for placing the order | |

1. **Other Terms and Conditions:** 
   1. IIITB reserves the right to accept or reject any or all the Tenders or cancel this process at any time without assigning any reason whatsoever.
   2. The Tenderers, who do not meet the eligibility criteria; or do not submit all the necessary documents in support of the eligibility criteria; or do not submit documents that are complete and valid, Tenders received late shall be disqualified and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
   3. Not with standing anything stated above, the IIITB reserves the right to assess the capabilities and capacity of the Tenderer to perform the contract, in overall interest of the project. In case, tenderer’s capabilities and capacities are not found satisfactory, the IIITB reserves the right to reject the tender without giving any explanations whatsoever.
   4. The Tenderers should consider unless specifically excluded, all materials, consumables, wages, salaries, insurance, transportation, wastages etc., on the rates quoted.
   5. The Tenderers should consider taxes including all applicable CGST / SGST and other levies, local and municipal taxes and levies, Octroi / entry tax etc., on the materials, consumables etc considered in this tender.
   6. **Payment terms –**
2. No advance payment will be made.
3. Running Bills Payments - Payment shall be made within 15 working days from the date of submission of Architect approved bills along with supporting documents. These bills will be re-verified and certified by Third Party Engineer appointed by IIITB
4. Final Bill Payment -Payment shall be made within 30 days from the date of submission of

Architect approved bill along with supporting document. Final bill will be re-verified and certified by Third Party Engineer appointed by IIITB

1. **Income tax deductions** shall be made from all payments made to the Tenderer including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.
   1. **Addenda / Corrigenda –** Addenda /Corrigenda to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.
   2. **SITE VISIT AND COLLECTING LOCAL INFORMATION -** Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the IIITB at a later date.
   3. **CLARIFICATION AFTER TENDER SUBMISSION -** Tenderer’s attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the Architect and IIITB and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, the IIITB will obtain clarifications from Tenderers in writing or as may be necessary.
   4. **DEVIATIONS / VARIATIONS EXTENT AND PRICING -** The Architect / IIITB shall have power
2. to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work,
3. to omit part of the works in case of non-availability of a portion of the site
   1. The extra items include any work for which no rate is specified in the contract or the items that are completely new, and are in addition to the items contained in the contract, and then such work shall be carried out at the prevailing market rates approved by the subjected to the prior approval from the IIITB.
   2. The Tenderer shall claim the rates supported by proper analysis, for the work and the Architect shall within 7 days of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Tenderer, determine the rates on the basis of the market rates and the Tenderer shall be paid in accordance with the rates so determined.
   3. For extra items, Market Rates are to be determined on the basis of prevailing rates of Material (unless mentioned otherwise), relevant rate for Labour, market rates of Tools & Plants etc. plus 15% towards Tenderers’ Profits & Overheads plus applicable taxes.
   4. **ESCALATION -** No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Tenderer shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.
   5. **ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS -** If it shall appear to the Architect or his authorized subordinates in-charge of the work, that any work has been executed with unsound, imperfect, or un-skilful workmanship, the Tenderer shall rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be at his own cost. Decision of the Architect to be conveyed in writing in respect of the same will be final and binding on the Tenderer.
   6. **CANCELLATION / TERMINATION OF CONTRACT IN FULL OR PART -** In the event of the Tenderer failing to keep to the agreed schedule of Works, or in the event of the Tenderer failing to complete the Works within the stipulated period, the IIITB may, not withstanding the provisions in any above clause, terminate this Contract forthwith and employ at the Tenderer's cost, another Tenderer or a sufficient number of workmen to complete the Works and this Contract is terminated.
   7. **TERMINATION OF CONTRACT ON DEATH OF TENDERER -** Without prejudice to any of the right or remedies under this contract if the Tenderer dies, the IIITB shall have the option of terminating the contract without compensation to the Tenderer.
   8. **TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY -** The time allowed for execution of the Works as specified above shall be the essence of the contract.

If the work(s) be delayed by :

* 1. Force-majeure, Abnormally bad weather, Serious loss or damage by fire, or
  2. Civil commotion, local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
  3. Delay on the part of other Tenderers or tradesmen engaged by the IIITB in executing work not forming part of the Contract, or
  4. Non-availability clearances from the IIITB to proceed / continue the work as per schedule for whatsoever reason, or,
  5. Any other cause which, in the absolute discretion of the IIITB, is beyond the Tenderer’s control, then upon the happening of any such event causing delay, the Tenderer shall immediately give notice thereof in writing to the IIITB but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the IIITB to proceed with the works.
  6. Request for extension of time, to be eligible for consideration, shall bemade by the Tenderer in writing. The Tenderer may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the IIITB may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Tenderer by the IIITB in writing within a reasonable time from the receipt of such request. Non application by the Tenderer for extension of time shall not be a bar for giving a fair and reasonable extension by the IIITB and the extension of time so given by the IIITB shall be binding on the Tenderer.
  7. **Notices, Fees, Bye Laws, Regulations** - The Tenderer shall comply with all government acts including the bye-laws or regulations of the local authorities relating to the works in so far as fabrication and installation activities are concerned, and he shall obtain from local authorities all permissions and approvals required for the plying of trucks, materials etc. And the Tenderer shall give all notices and pay all fees and charges that are and that can be demanded by law there under. In his rates for various items of work, the Tenderer shall allow for such compliance and work, and for giving all such notices, and shall include for the payment of all such fees and charges. The Tenderer shall indemnify the IIITB against all claims in this regard.
  8. **Licenses and Permits ~~-~~** The Tenderer shall directly obtain all the licenses and permits for the materials under government control, and those required to be obtained by the Tenderer for the execution of his work. The Tenderer shall include in his rates for all transportation charges and for the other expenses that may be incurred in this connection and he shall indemnify the IIITB against all claims in this regard.
  9. **Royalties and Patent Rights ~~-~~** All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the works as described by or referred to in the drawings, specifications, schedule of quantities and other documents, shall be deemed to have been included in the Tenderer’s rates, and the Tenderer shall indemnify the IIITB against all claims, proceedings, damages, costs and expenses which may be brought or made against the IIITB or to which he may be put by reason of the Tenderer infringing or being held to have infringed and patent rights to any such articles, processes and inventions. The Tenderer shall also include in his rates for the payment of all the levies and royalties, rent and other payment or compensation, if any, for getting stone, sand, gravel, soil or any other materials required for the works.
  10. **GOODS AND SERVICE TAX -** The Tenderer shall comply with all the provisions of GST Act applicable in the state. The Tenderer shall be registered with the applicable sales tax authority of the state / Union territory as applicable for the works. The Tenderer shall be responsible for submission of appropriate GST to the authority and the IIITB shall all times be kept indemnified for non fulfillment of the GST obligations by the Tenderer.
  11. **CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING -** The Tenderer shall have to attend all the meetings at his own cost with the IIITB or Consultants of IIITB during the currency of the Contract, as and when required and fully cooperate with such personal and agencies involved during these discussions.
  12. **COMPLETION CERTIFICATE -** Within 10 (ten) days of the completion of the work, the Tenderer shall give notice of such completion to the Architect and the IIITB and within 10 days of the receipt of such notice, the Architect shall inspect the work and if there is no defect in the work, shall recommend the IIITB to furnish the Tenderer with a final certificate of completion.
  13. **DEFECTS LIABILITY PERIOD -** The Tenderer shall be responsible for the rectification of defects in the works for a period twelve months from the date of handing over of the works by Tenderer. Any defects discovered and brought to the notice of the Tenderer forthwith shall be attended to and rectified by him at his own cost and expense. In case the Tenderer fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by the IIITB at the cost and expense of the Tenderer.
  14. **FORCE MAJEURE -** The parties to this Contract shall not be responsible for any failure of performance or delay in performance of their obligations hereunder, if such failure or delay shall be a result of acts of God, or of public enemy, restraints of sovereign state, fires, floods, earthquake, epidemic, any Government directive relevant to this Contract or due to war, hostility, riots or civil commotion, lawful strikes and lock-out, arrests.

Notwithstanding the foregoing, Event of Force Majeure shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the Project including the monsoon season, (b) any Site condition or event arising therefrom.

If the Works be delayed by then upon happening of any such event causing delay, the Tenderer shall immediately give notice thereof in writing to the IIITB but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the IIITB.

Of any such case the IIITB may only give a reasonable extension of time for completion.

* 1. **NO COMPENSATION CLAUSE** - The Tenderer shall have no claim whatsoever for compensation or idle charges against the IIITB on any ground or for any reason, whatsoever.
  2. **WORKS TO BE OPEN TO INSPECTION -** All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the Architect / the IIITB. The compliance of observations/improvements as suggested by the Architect / IIITB shall be obligatory on the part of the Tenderer at the cost of Tenderer.
  3. **CO-ORDINATION WITH OTHER AGENCIES -** Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Tenderer. Proper Co-ordination with other Agencies will be Tenderer’s responsibility. In case of any dispute, the decision of the IIITB shall be final and binding on the Tenderer. No claim whatsoever shall be admissible on this account.
  4. **SITE CLEARANCE -** The Tenderer shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter’s works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the Tenderer shall be deemed to have included the same.
  5. **POSSESSION PRIOR TO COMPLETION -** The IIITB shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by the IIITB delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of the IIITB in such case shall be final binding and conclusive.
  6. **EMPLOYMENT OF PERSONNEL -** The Tenderer shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way are associated with the works.
  7. In case the IIITB observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the Tenderer, the IIITB shall have full power and without giving any reason to the Tenderer, instruct the Tenderer to remove such engineer / staff / worker from site.
  8. **LABOUR LAWS -** The Tenderer shall comply all the prevailing labour rules and regulations. No labour below the age of 18 years shall be employed on the work. The Tenderer shall be fully responsible to observe the labour safety provisions. The Tenderer shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work.
  9. Any form of canvassing/influencing will attract rejection of Tender submitted by the Tenderer and the IIITB reserves the right to take such penal action (e.g. blacklisting the Tenderer for the present and future etc.) as it deems fit. Notwithstanding anything contained above, the IIITB reserves the right to reject all or any Tender as recommended by the Tender Committee and is not bound to divulge any reason to the unsuccessful Tenderers.
  10. In the event of dispute, Director, IIITB shall be the sole arbitrator and his decision shall be final and binding on both parties.

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**Annexure – 1**

**Acceptance of Tender Conditions**

(Should be in the letter head of the Company)

**Tender #** IIITB/R2/2020-21/LAB-01 **Date : / /2020**

To,

The Chief Administrative Officer,

International IIITB of Information Technology Bangalore

26/C, Electronics City Phase-1, Bangalore – 560100

Dear sir,

**Tender Ref :** IIITB/R2/2020-21/LAB-01

1. Having examined the Tender documents including all annexures. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
3. I/We have viewed and read the terms and conditions carefully including the following documents forming part of the tender document:
4. Tender details, Time Lines, Technical Specifications, Other Terms and conditions
5. All the formats as per Annexures
6. Approved makes, Bill of Quantities, Tender Drawings
7. Corrigendum, if any
8. If I/we fail to commence the work within 15 days of the date of issue of Letter of Intent/Work Order and/or I/we fail to sign the agreement as per Clause/Clauses of Contract and/or I/we agree that the IIITB shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent or Work Order.
9. If our offer is accepted, we undertake to complete delivery and installation within time frame mentioned in the terms and conditions.

Date

Name :

Contact #

Email id :

Signature & Vendor Company Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure – 2**

**Letter of Undertaking of Authenticity**

(should be in the Letter Head of the Vendor)

**Tender #** IIITB/R2/2020-21/LAB-01 **Date : / /2020**

1. We undertake that all the Lab & Class Room Furniture supplied & installed at 2nd Floor Ramanujan Block shall be original and that no refurbished / duplicate / second hand is being used.
2. In case of default and we are unable to comply with the above at the time of delivery or during installation, we agree to take back the “**Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block”** without demur, if already supplied and return the money, if any paid to us by you in this regard.

Date -

Signature of Vendor / Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company seal :

**Annexure – 3**

**Experience Details (Customer references, Preferably Institutes) at least two**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl#** | **Description** | **Company – 1** | **Company – 2** | **Company – 3** |
| 1 | Name of the Organization |  |  |  |
| 2 | Contact person |  |  |  |
| 3 | Contact # |  |  |  |
| 4 | Contact email |  |  |  |
| 5 | Date of supply |  |  |  |
| 6 | Value of the Project |  |  |  |

Date :

Signature of Vendor / Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company seal :

**Annexure – 4**

Ref: Date:

**COVERING LETTER FOR COMMERCIAL TENDER**

(On the Letterhead of the Company with duly signed & sealed on all pages by the authorized officer and submitted along with the enclosures in the Price Tender cover)

To:

**Chief Administrative Officer,**

**IIITB of Information Technology Bangalore (IIITB)**

26/C, Electronics City, Hosur Road,

Bengaluru: 560100**.**

Dear Sir,

**Tender Ref. No.**: IIITB/R2/2020-21/LAB-01

**Project**  : “**Supply & Installation of Lab & Class Room Furniture at 2nd Floor Ramanujan Block”**  IIIT-B at 26/C, Electronics City, Hosur Road, Bengaluru – 560100.

**Subject : Price Tender**

As per the Terms and Conditions of NIT/GCC of the above said tender, as a fulfilment of our Price Tender, please find enclosed **Our Price Tender duly filled in the Bill of Quantities (BOQ) provided in the Tender document** (along with Corrigendum if any).

I/we agree that the IIITB reserves the right to reject our tender in case not found satisfactory without giving any explanations whatsoever.

Thanking you,

Yours faithfully,

(Signature of the Tenderer with rubber stamp)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_