

OPEN TENDER

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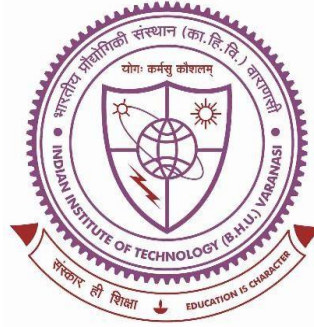
Tender Document for Leasing out Space for General Store at New faculty apartment IIT(BHU), Varanasi

Tender No.: IIT(BHU)/IP Cell/2024-25/325

Tender Date: 16.08.2024

Last Date & Time of Bid Submission: 07.09.2024

Date & Time of Technical Bid opening: 09.09.2024



**Institute Purchase Cell
Indian Institute of Technology
(Banaras Hindu University) Varanasi-221005**

E-mail: registrar@iitbhu.ac.in



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TENDER NOTICE

Tender for Leasing out Space for General Store at New Faculty Apartment at IIT(BHU), Varanasi
Indian Institute of Technology BHU, an autonomous Institution established by the Ministry of Education, Govt. of India invites sealed tenders through this tender inquiry for **Leasing out Space for General Store at New faculty apartment at IIT(BHU), Varanasi** as per table given below at IIT(BHU), Varanasi.

Sr. No.	Name of Items	Conditions	Quantity
1	Leasing out Space for General Store shop at New Faculty apartment	Bids are invited for following Conditions: 1. Space without structure (structure to be provided by bidder) 2. Space with structure	01

1. The offers must be submitted in TWO-BID SYSTEM (A-Technical Bid and B-Financial Bid), by the reputed and experienced firms/agencies/companies established and functioning in and around Varanasi city having qualified experience in the field of providing the above services in any Public Sector Undertaking (PSU), Govt. Organization, Educational Institution, or any other private organization of repute.

2. SCHEDULE

Name of Organization	Indian Institute of Technology (BHU), Varanasi
Tender Type	Open
Tender Category	Services
Type/Form of Contract	Supply
Is Multi-Currency Allowed	No (only INR)
Date of Issue/Publishing	17.08.2024 (05.00 pm)
Document Download Start Date	17.08.2024 (05.00 pm)
Document Download End Date	07.09.2024 (04.00 pm)
Date and time for Pre-Bid Conference	---
Address for Submission of Bids	Institute Purchase Cell, IIT(BHU), Varanasi-221005
Last Date and Time for Submission of Bids	07.09.2024 (04.00 pm)
Date and Time of Opening of Technical Bids	09.09.2024 (04.00 pm)
Venue of Technical Bid Opening	Committee Room, Ground Floor, Administrative Building, IIT(BHU), Varanasi-221005
Tender Fee	1180 Rs. (1000+18% GST) (To be paid through RTGS/NEFT as per the following details:)

	Name of Account: Registrar, IIT(BHU) Name of the Bank: State Bank of India Name of Branch: IT, BHU, Varanasi Account No.: 32778803937 IFSC: SBIN0011445 The proof of payment must be enclosed with Technical Bid.
No. of Covers	02
Bid Validity days	180 days (From the last date of opening of tender)
Address for Communication	The Registrar, Indian Institute of Technology (BHU), Varanasi-221005, UTTAR PRADESH
Contact No.	+91-542-2307002
Fax No.	+91-542-2368428
Email Address (for any queries)	registrar@iitbhu.ac.in

3. The Tender Documents for this will be on a two-Bid System consisting of a Technical Bid and a Price Bid. The Tender Document (non-transferable) along with detailed specifications, terms, and conditions may be **downloaded from the Institute website (www.iitbhu.ac.in/iitnotifications/purchase_enquiries/)** or from Central Public Procurement Portal (CPPP) by the interested supplier along with payment of non-refundable Tender processing fee as mentioned above.
4. Bidders are advised to visit the IIT(BHU) campus on any working day between 10:00 hrs. to 17:00 hrs., and ascertain the nature of the contract before tendering.
5. The institute reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all the tenders without giving any notice or assigning any reason any time before award of the contract. The decision of the Director, IIT(BHU) in this regard shall be final and binding on all.
6. The tender should be addressed to “**Registrar, IIT(BHU), Dist: Varanasi-221005**”, and should be delivered in person or sent by registered post/courier to reach the Institute on/before the last date up-to 16:00 Hrs. No tender will be accepted after the due date and time. Tender No. must be super-scribed on the overleaf of the envelope. The tender will be opened in the Committee Room, Ground Floor, Admin Building, IIT (BHU), Varanasi -221005. All Tender Documents must be accompanied by the Tender processing fee of Rs. 1,180 /- (Inclusive of 18% GST) (Non-refundable). The Institute shall not be responsible for any delay in receiving Bids / sending of Tender Documents by post. The Institute reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.
7. The tender should be submitted in sealed envelopes, clearly scribing the work's name. A total of three envelopes should be used for this purpose. One sealed envelope should contain only the Technical Bid together with its attachments, experience certificates, licenses, permits, self-declaration etc., and the DD for tender fee. This envelope should be superscribed clearly as “Technical Bid”. The second sealed envelope should contain only the Price Bid. This envelope should be super scribed clearly as “Financial Bid”. Now, both the aforesaid sealed envelopes should be put into a third big envelope. This

third envelope should be sealed, super scribed as Tender for Leasing out Space for General Store at New faculty apartment at IIT(BHU), Varanasi

8. The tender should be filled or typed and signed in ink legibly giving the full address of the bidder. The bidder should quote in figures and in words the amount/price offered by him. Alteration if any, unless legibly attested by the bidder with full signature and stamp/seal shall invalidate the tender. The tender should be signed by the authorized persons. Unsigned tenders will be treated as technically disqualified and rejected. In case there is any difference in the amount between figures and words, the amount indicated in the words will be treated as a valid offer.
9. The Bidder should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
10. In case any document produced in support of eligibility criteria turns out to be not genuine before or after award of work, the IIT(BHU) reserves the right to blacklist or debar the bidder concerned from participating in the future tendering process at the Institute.
11. The details of eligibility and other terms and conditions of the contract to be perused in the following pages.

Sd/-
Registrar

ELIGIBILITY AND GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

All Bidders / Agencies / Firms must fulfill the specified eligibility criteria and submit the documents and declarations (duly self-attested) in support of their claim along with the Bids. Bids not meeting the Eligibility Criteria stated below and not accompanied by the requisite documents/BDSF shall be treated as incomplete, hence be rejected:-

- a) The Applicant/Bidder should be a Native of India;
- b) Experience: Experience 03 Years (as on July 2024) of executing similar work in Central or State Government Higher Educational Institutions such as IITs, NITs, IIITs, IIMs, Central University, Leading Research Organizations like DRDO, ISRO, CSIR, PSU's, Public listed Companies preferably located in Varanasi etc, and reputed leading Private Institutions, should be attached with Tender document. The Bidder should submit copies of work orders/ experience certificate of work completed or ongoing, issued by concern Institute (or) establishment along with their email IDs & Contact Numbers.
- c) Self-attested copy of GST Certificate of the Bidder, be enclosed.
- d) Quality Certificate or any other Certificates / license as applicable may be submitted;
- e) Bidder should not be Black listed/Debarred by any Institute / establishment or Agency.
- f) Copy of Registration of /Agency / Firm / Company issued by Nagar Nigam/concerned Authority of the State Shops and Commercial Establishment Act is mandatory, wherever applicable;

2. Instructions to Bidder (ITB):

Bidder is requested to kindly go through the detailed Terms & Conditions mentioned below and overleaf and submit the most competitive bid applicable to Educational and Research Institutes/IITs.

- g) Full specification and make of the item offered and its rate F.O.R. IIT(BHU) Varanasi.
- h) Bidder's GST registration number and PAN number.
- i) Conditions of supply and terms of payment.
- j) The offer must be submitted in a two-way bid system.
- k) No Tender is to be handed over to any of our staff/any other person.
- l) Bidders/Quotations must be sent sufficiently in advance on or before the due date and time.
- m) The Bank/RTGS detail must be submitted along with the quotations/Bidders on the letterhead.
- n) All communications related to this tender should be addressed to the undersigned only.
- o) The bidder should have valid registration and trade license for running of the said service [copy to be attached].
- p) The bidder should have a valid Labour License, EPF and ESI registrations (if applicable).

Terms & Conditions

The offer must comprise of the following failing which it will be treated as non-responsive and hence rejected:

1. **Price:** The bidder needs to quote the price in price bid format after giving the discount offered to IIT (BHU) a premier Academic Institution.
2. **Taxes and Levies:** Taxes as applicable should be mentioned clearly in percentage (%) and in exact Figures. If No Tax is mentioned it will be presumed that the Price is inclusive and the Bidder is responsible for all Tax Related Compliances. Statutory Levies will be accepted on the production of valid documents.
3. **Validity:**
 - i. **Quote:** The validity period of the offer should be specified. It should be at least for **180** days from the last date of submission of quotations.
 - ii. **Contract:** The contract shall be initially for one year and may be extended on a year-to-year basis up to two more years on the same terms and conditions, subject to the satisfactory service of the contractor.
4. **Delivery Terms:** Our standard Delivery Terms is for, IIT(BHU), Varanasi destination Campus Rates should be quoted accordingly.
5. The Bidder shall provide the required items to the Institute Fraternity, as per specified timings at reasonable or fixed price, best quality and right quantity.
6. **Delivery Schedule:** Delivery of service within 60 days after award of contract.
7. All types of liabilities, maintenance, up-keeping charges, Indemnity, and any penalty levied by Govt. Authority etc. related to the shop will be borne by the bidder itself.
8. The vendor must have an office in Varanasi.
9. **Cancellation:** IIT(BHU), Varanasi reserves the right to accept or reject or cancel any or all inquiries or quotations or tender at any stage without assigning any reason thereof.
10. In case of cancellation of an order due to Non-compliance with the Terms and Conditions and Breach of the Contract, no compensation will be paid toward the progress of the order/procurement by IIT(BHU).
11. The Institute will not be responsible for any damages, losses, repairs, thefts and safety in respect of the shop.
12. All the copies of mandatory documents submitted by the bidder should be self attested. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.
13. Strict adherence to the formats wherever specified is required. Non-adherence to the formats and/or submission of incomplete information may render the tender invalid and result in the rejection of the bid.

14. The successful Bidder/lessee shall ensure that the customers are charged a reasonable rate for the products as fixed in consultation with the Institute in this regard. The Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be initiated.
15. Electricity & Water Charges: Electricity Charges shall be paid as per the Sub Meter Reading, Water will be provided free of Charges. The Sub Meters should be Electrical Digital Proof, and will be procured at the cost of the licensee.
16. The Institute will have the right to assess the quality, market price, and reasonability of items.
17. The Vendor will make his own Pest Control arrangements inside & area surrounding the shop. Highest degree of Hygiene and cleanliness will be ensured.
18. No subletting of space will be allowed at any stage.
19. Operational timings will be decided by the institute.
20. **Period of Contract:** The license shall be given initially for a period of one year. The IIT(BHU) may renew/extend the License to such further period (s), as it may deem proper and, in any case, not exceeding three years from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
21. The bidders submitting the tender would be deemed to have inspected the premises, and considered and accepted all the terms and conditions of the contract. No verbal or written inquiries will be entertained in respect of acceptance or rejection of the tender.
22. **Electricity and Water charges:** Individual Electricity meters will be fixed to each shop. Licensee should pay Electricity as per the respective slab rates along with applicable GST. Water will be provided by IIT(BHU).
23. **License Fee:** Licensee should pay the License fee within 7 days from the date of receipt of invoice and the payment acknowledgement should be furnished to the authority/section concerned. If the Licensee fails to remit the Invoice amount (License fee, Electricity) within 7 days from the date of invoice, additional license fee of Rs.500/- per day during the period of delay will be imposed in the invoice of the subsequent month.
24. It is the responsibility of the Licensee to maintain a hygienic environment in their surroundings. Licensee should keep an adequate number of dustbins near their allotted space.
25. The Institute shall have the right to impose a penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
26. The Licensee shall abide by all laws and regulations and statutory obligations in force from time to time including labor laws and shall indemnify the IIT(BHU) from any claims in this regard.
27. All letters e-mailed to Licensee at the e-mail address given by him will be considered to have been delivered in time.

28. If it is observed at any stage that the quality of the service is not satisfactory, the License as a whole may be terminated, and Security deposit will be forfeited.
29. The contractor will have no claims whatsoever on the IIT(BHU).
30. Stock refilling should be carried out proactively to prevent stock depletion. Repeated instances of the shop being found out of stock will result in penalties being imposed.
31. Emergency Lights: Each shop must have functioning emergency lights in case of power outages.
32. Shops shall function around the year. If the shop remains closed for any reason, prior approval from the Registrar's Office shall be obtained.
33. The licensee will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor will pay claims made by these victims. The Contractor shall indemnify the IIT(BHU) from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IIT(BHU) against all claims in this regard.
34. . It is the sole responsibility of the Licensee to abide by the provisions of the following acts as to the workers engaged by him for the performance of this contract:
 - Employment of Children Act
 - Workmen compensation Act
 - Contract Labour (Regulation & Abolition) Act 1970.
 - Minimum Wages Act
 - Employee Provident Fund Act
 - ESI ActAny other act or legislation as may be applicable in force from time to time. (if applicable)
35. Any liability arising on the IIT(BHU) shall be deducted from the Security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IIT(BHU).
36. The Licensee shall be liable to pay compensation for any loss & damage caused to the property of the IIT(BHU) or its Staff Members/Students/Visitors by the contractor or his workers.
37. The Licensee shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the contractor will be under an obligation to replace the worker concerned within 24 hours when instructed by IIT authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The IIT(BHU) will not have any responsibility with regard to staff on the role of the contractor whatsoever.
38. The IIT(BHU) reserves the right to terminate the License without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months if he wishes to terminate the contract.
39. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIT(BHU) or any other officer nominated by the Director, IIT(BHU) for arbitration whose

decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

The persons deployed by the Licensee should be reliable, trustworthy, alert and efficient. The persons deployed for work should not be involved in any police case or any case should not be pending against them.

40. A verification report in respect of all the personnel of Licensee from the police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the Registrar of the IIT(BHU). Any changes should be informed immediately.
41. The Licensee and his staff will make their own residential arrangement outside the premises of the IIT(BHU).
42. the Licensee shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Director, IIT(BHU).The IIT(BHU), with the consent of the contractor, may modify the terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.
43. contract may be terminated on any of the following contingencies:
 - a. On the expiry of the contract period as stated above.
 - b. By giving three months' notice by IIT BHU on account of.
 - i) Breach by the contractor of any of the terms & conditions of the contract.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Institute.
 - iii) On contractor being declared insolvent by Competent Court of Law.
 - iv) By giving three months' notice by the contractor to IIT(BHU).
44. Notwithstanding any other provisions in this contract, the IIT(BHU) reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in the public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
45. If at any later date, it is found that the documents and certificates submitted by the Contractors are forged or have been manipulated, the work order issued to the the contractor shall be canceled and Security Deposit issued to the IIT(BHU) shall be forfeited without any claim whatsoever on IIT(BHU) and the contractor is liable for action as appropriate under the extant laws.
46. **Resolution of Disputes**
 - a) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include but are not limited to, conciliation mediated by a third party, adjudication in an agreed

national or international forum, and national or international arbitration.

- c) In case of a Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
- d) For any dispute, the place of jurisdiction shall be Varanasi, Uttar Pradesh, India only.

47. The contracting agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract etc. the contractor shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.

48. Structure for the shop to be installed by the successful bidder only, IIT(BHU) will only provide space and after the completion of the contract Bidder shall remove the same within 10 days time.

49. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of IIT(BHU).

50. Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.

51. Alcoholic Drinks and tobacco-based products are strictly prohibited inside the campus.

52. Performance Bank Guarantee:

The successful bidder will have to deposit a security deposit for an amount equivalent to Rs. 20,000/- in the form of a Performance Bank Guarantee (PBG) from any nationalized Bank in favor of the Registrar, IIT(BHU). The PBG shall cover the entire period of the contract and shall remain valid for a period of 60 days beyond the period of the contract. If the contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period as per format B.

53. Award of Contract:

IIT(BHU) shall award the contract to the technically qualified eligible BIDDER who will offer the Highest License Fee per month.

Part A- TECHNICAL BID

The following documents are to be submitted as part of the Technical Bid as per the tender document:

- a) Name of Firm/bidder/ Company (in block letters)
- b) Permanent Address & Telephone No. and Email address
- c) Full Postal Address, Telephone/Fax No./E-mail for correspondence
- d) Tender Fee details – NEFT RTGS Receipt No & Date, Banker's Name & Branch
- e) Copy of Tender Forms
- f) Name of the bank, address, account number, IFSC code
- g) PAN No; TAN No. GST No. (copy to be attached)
- h) Copy of written confirmation authorizing the signatory of the Bid to commit the Bidder
- i) All applicable licenses like (PF , ESI Registration)
- j) Tender document with bidders sign & seal on each page
- k) Copy of filled Annexures I, II, III, V with supporting documents
- l) Bid Security declaration IV
- m) A copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid
- n) Income Tax Returns (for the last three Financial years) FY 20-21, 21-22 and 22-23. Other documents, if any
- o) Comprehensive list of items to be kept in general store
- p) Copy of Registration of /Trade licence/Agency / Firm / Company issued by Nagar Nigam/concerned Authority of the State Shops and Commercial Establishment Act is mandatory, wherever applicable
- q) Experience certificate as per Format -A

Date:

Signature of the bidder with Seal & Address

Format -A

Details of Experience: Should be furnished in the following format-

S. No.	Name of the client and full address	Telephone and Official e-mail id of the client	Period of contract	Value of contract

Important: Only certificates issued by the clients in letter head with date of issue and containing requisite details will be considered. Copies of work orders, agreements, extension letters and bills will not be considered.

Date

Signature of the Bidder Along with seal

(On the official letter head of the bidder)

PART – B: PRICE BID Commercial/Price Bid

The commercial bid comprises of:

S. No.	Carpet Area	Name of service	Reserve License Fee (Rs.)	License Fee per month per Sq. ft. (Rs.) excl. of GST (to be quoted by the Bidder)
1	100-200 sq. ft.	General Shop	100 Rs./Sq ft(Exclusive of GST)	
2	100-200 sq. ft.	General Shop	200 Rs./Sq ft(Exclusive of GST)	

Note:

1. License fee is to be quoted excluding GST.
2. GST @ 18% will be extra.
3. Only quoting the price without furnishing Tender Fee will not be considered.

Date

Signature of the Tenderer with Seal & Address

The Institute Reserves the Right to:

1. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of License all relevant documents issued from Govt. Authority. The verification of the documents can be conducted at Institute level also for which charge will have to be borne by the suppliers.
2. Reject the supplies already made, if not found up to the mark. In such an event further action may call to conform or discard the supply.
3. Cancel this Tender at any point of time without assigning any reason thereof.
4. The Institute also reserves the right to reject the bid of any participating bidder.
5. To reject any or all the offers without assigning any reasons thereof.
6. All disputes are subject to "*Varanasi Jurisdiction*" only.
7. The decisions of the Institute in all respects shall be final and binding on all.
8. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted along with the bids for verification at any point in time. During the verification of the document, if it is found that the bidder has concealed/ falsified/ fabricated any information, the bid and/or Work Order will be canceled and EMD and/or performance security will be forfeited and action including black listing will be taken against the bidder as per norms of the Institute.
9. Please ensure that your offer is complete in all respects as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any delay etc.**

Registrar

DECLARATION (Annexure-I)

(On the letter head of the firm submitting the bid)

1. I,Son/Daughter of Shri
.....Proprietor/Partner/CEO/MD/Director/Authorized Signatory of M/s. ----- am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and subsequent amendments, if any, and here by convey my acceptance of the same.
3. The information/ documents furnished along with the above application are authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed, and signed, and take full responsibility for the entire documents submitted.
6. The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU), Varanasi.
7. We further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

Signature of the Authorized Person

Date: -----

Full Name-----

Place: -----

Company Address with Seal

TENDER ACCEPTANCE LETTER (Annexure-II)

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

As per your advertisement given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)

BID SECURING DECLARATION FORM

(Annexure-IV)

(Letterhead of the bidder)

To

(Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT(BHU) Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- (c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- (d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

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

Signed:

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of *(Insert complete name of Bidder)*

Dated on day of *(Insert date of signing)*

Corporate Seal (where appropriate)

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

Annexure- V

Bidder should submit an affidavit on a non-judicial Stamp Paper, in original, duly certified by a Notary for the following:

- a) That the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
- b) That no police case/vigilance inquiry is pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
- c) That there are no dues towards income tax as on the date of the affidavit.
- d) The contractor is not an employee or a close relative (including son, daughter, and siblings of self or spouse) of any employee of IIT BHU.

FORMAT OF BANK GUARANTEE FORM

Format -B

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

DATE: _____

BANK GUARANTEE NO: _____

Ref.: _____

To

Indian Institute of Technology

(Banaras Hindu University)

Varanasi-221005

Dear Sirs,

In accordance with your 'Invitation to Bid' under your Tender No:

_____ M/s:

_____ hereinafter called the Contractor,
with the following Directors on their Board of Directors/partners of the firm.

1. _____ 2. _____

3. _____ 4. _____

Agrees for the contract:

As an irrevocable Bank Guarantee for an amount of

Rs. _____ (in words and figures) valid for

_____ days from _____ is required to be submitted by the Contractor/Supplier which amount is liable to be forfeited by IIT (BHU), Varanasi in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) non-acceptance of the Letter of Intent /Award of

Contract by the bidder when issued within the validity period. (3) failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the award of Contract and (4) on the happening of any contingencies mentioned in the bid documents such as

We, the _____ Bank at _____

having our Head office at _____ (Local address) Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount of _____ (in figure and words)

without any reservation, protest, demur and recourse. Any such demand made by IIT (BHU) shall be conclusive and binding on the Bank irrespective of any dispute or difference.

The guarantee shall be irrevocable and shall remain valid up to _____ (This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

_____ day of _____ at

_____ witness _____.

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date: