



INDIAN INSTITUTE OF TECHNOLOGY MADRAS
ENGINEERING UNIT
CHENNAI – 600 036

Tender No: 09 /2022 – 23/Supply

Name of Work : Supplying and arrangement of Exotic Flowers, drinking water arrangements at various halls & Auditorium including providing backdrop at SAC building for 59th Convocation at IIT Madras.

Estimate Cost put to Tender : Rs 7.59 Lakhs

Earnest Money Deposit : Rs. 15200/-

Last Date and Time of Receipt : Date: 22- 06 - 2022
Time: 3.00 P.M

Date and Time of Opening : Date: 22 -06 - 2022
Time: 3.10 P.M

Certified that the tender document contains 15 (Fifteen) pages and Bill of quantities 2 (Two) pages and no alterations and additions have been made by me / us in the tender document.

Signature of the Contractor

Senior Horticulture Officer

INDIAN INSTITUTE OF TECHNOLOGY MADRAS

CHENNAI-600 036

Tender No: 09/2022-23/Supply

On behalf of the Indian Institute of Technology Madras, limited tenders are invited for the Providing and fixing ornamental pillars with backdrop arrangement and Supplying and arrangement of Exotic Flowers, drinking water arrangements at various halls & Auditorium including providing backdrop at SAC building for 59th Convocation at IIT Madras conforming to the specifications given in attached schedule of this tender document.

If you are in a position to quote in accordance with the requirements stated in the attached schedule, please download our tender documents from the website [_https://tenders.iitm.ac.in/](https://tenders.iitm.ac.in/) and submit your tender to this office by specifying your rates in the space provided in the prescribed tender form itself along with demand draft (obtained on or after the date of advertisement) for **Rs 15,200/- drawn in favour of Indian Institute of Technology Madras, payable at Chennai-36 towards EMD. No separate tender documents will be issued by us.**

This Earnest Money will be returned to the unsuccessful tenderer after the final disposal of the tenders. EMD will not carry any interest. The EMD will be retained in the case of successful tenderer. EMD will not be waived under any circumstances. EMD will be forfeited in the case of non-execution of the order within the due date. Non submission of EMD will lead to rejection of tender at the opening stage itself.

1. Preparation of Tender:

1a. In the event of space on the schedule form being insufficient for the required purpose, you have to submit the rates in the letter head of your company clearly mentioning S.No. and other relevant particulars. Each such additional page must be numbered consecutively, bearing the Tender Number and fully signed by you. In such cases reference to the additional pages must be made in the tender form.

1b. You should quote your rate only for our specification requirements in the format downloaded from our web site.

1c. The contractor shall duly fill the below declaration and submit it during submission of tender

1c.1 The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration as per format given in Annexure I of the tender shall be submitted with the bid.

1c.2 Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I and Class-II local suppliers should be submitted in the prescribed proforma as per Annexure-II. Non-submission of self-declaration will lead to rejection of bid out rightly and the bidder will be treated as non-local supplier.

2. Signing of Tender:

- The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and important conditions referred to in Annexure enclosed herewith. Each page of the tender documents required to be signed and bears the official seal of the tenderers.
- If an individual makes the application, it shall be signed by him above his full type-written name and current address.
- If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
- If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

- If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Public notary.

3. Delivery of Tender:

3a. The Original copy of the Tender is to be enclosed in a double cover.

3b. The outer cover should be sealed and addressed to the Senior Horticulture Officer

The tender cover should be sent to:	SENIOR HORTICULTURE OFFICER ENGINEERING UNIT ADMIN 3RD FLOOR INDIAN INSTITUTE OF TECHNOLOGY MADRAS CHENNAI-600 036
Last Date and Time for receipt of Tender	22 -06-2022 upto 3.00 PM.

3c. The Tender Cover should be super-scribed on the left hand side "TENDER No. 09/2022-23- /Supply".

3d. Right is reserved to ignore any tender which fails to comply with the above instructions. Tender should be sent either by REGISTERED POST ACKNOWLEDGEMENT DUE OR THROUGH MESSENGER. If the Tender is sent through messenger, the same has to be dropped in the TENDER BOX kept for this purpose in the office of the SENIOR HORTICUTLURE OFFICER (3rd floor of Admin. Building, IIT Madras) up to 3.00 PM on due date.

4. Opening of Tenders: You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date specified in the Schedule.

5. Validity: The tender rate should be kept valid for Ninety (90) days from the due date of submission thereof and not to make any modifications in terms and conditions.

6. Prices:

6a The prices quoted must be net per unit shown in the attached schedule and must include delivery charges and other statutory levies.

6b The prices quoted by the Tenderer should be exclusive of GST. GST @ 18% will be added at the end of the BOQ. However, the rate of tax prevailing at the date of billing will only be paid based on submission of tax invoice as per GST rules

6c. If at the time of comparison of your offer without taxes etc happens to be lowest, you are bound to supply as per the offered rate only. Hence you are requested to be careful while quoting for the tender.

6d. No price revision, changes in the specification already given or changes in the terms and conditions etc during the contract period is acceptable.

8. Terms of Delivery: Supply and fixing are required by date(s) specified in the Schedule of Tender. All flowers should be supplied on 12th July 2022 morning and kept at SAC building in proper containers partly filled with water to maintain a freshness. The Floral arrangement should start by 12.00 Noon on 12th July 2022 and should be completed by 7.00AM on 13th July 2022. If any change in the schedule, the contractor shall abide by the revised schedule and extra claim shall be entertained in this regard.

9. Right of Acceptance: The Indian Institute of Technology Madras, Chennai-600 036 does not pledge itself to accepting the whole or any part of the Tender or portion of the quantity offered.

10. Communication of Acceptance: Acceptance by the Purchaser will be communicated by Post, if required, and the Company's acceptance to be communicated to us formally in writing. The Institute shall not be responsible for the late receipt of tender documents due to postal and or any other delay.

11. CONDITIONS OF CONTRACT:

11.1. Definitions

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

1. 1.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.
2. The 'Site' shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
3. The 'Tenderer' 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.
4. The 'Engineer-in-charge' means the Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of IIT as mentioned in Schedule 'F' hereunder.
5. 'Accepting Authority' shall mean the authority mentioned in Schedule.
6. 'Excepted Risks' are riots (other than those on account of contractor's employees), war, acts of God such as earthquake, lightening and unprecedented floods, and other such causes over which the contractor has no control and accepted as such by the Accepting Authority.
7. '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.
8. 'Schedules(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of Rates of the CPWD mentioned in schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
9. 'Department' means IITM which invites the tenders.
10. 'District specification' means the specifications followed by the state of Tamil Nadu in the area where the work is to be executed.
11. 'Tendered value' means the value of the entire work as stipulated in the letter of award.
12. Employer means IITM
13. Where the context so requires, words imparting the singular also include the plural and vice versa. Any reference to masculine gender shall whenever required shall refer to feminine gender and vice versa.

14. Wherever the expression "Divisional Officer" appears in the Clauses, it should be substituted by the expression "Senior Horticulture Officer".
15. "Engineer in Charge" means Senior Horticulture Officer, IITM, and the Engineer means the officer representing the Engineer-in-Charge of the Project.

11.2 Documents to be submitted upon acceptance of the tender.

1. On acceptance of the tender, the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
2. The Tenderer shall give a list of IITM employees related to him

11.3 Signing of Agreement.

1. The successful Tenderer on acceptance of his tender shall, within 14 days from the stipulated date of start of the work, sign the contract.
2. Documents constituting the contract
 - a. Non judicial stamp paper for value not less than Rs.100 containing the brief description of the contract duly signed by both parties to the contract.
 - b. The notice inviting e-tender, the financial bid and all other the documents including drawings, if any, forming the tender as issued at the time of invitation of e-tender and acceptance thereof together with any correspondence leading thereto.
 - c. Decisions taken in the Pre-bid meeting if conducted.
 - d. Letter of acceptance
 - e. Letter of award (After submission of Performance Guarantee)

11.4 Special conditions

1. The rate quoted shall be inclusive of all applicable taxes including GST prevailing on the date of tender. However, the rate of tax prevailing at the date of billing will only be paid based on submission of tax invoice as per GST rules.
2. The rates considered by IITM is inclusive of 18% GST. Any reduction in the rates of GST from the quoted rates in the BOQ during the currency of the contract commensurate reduction in the quoted rates in BOQ will be effected and payment will be made accordingly.

3. All the tenderers should ensure that they are GST compliant and the quoted rates are as per GST Law. The Tenderer should submit their GST registration certificate while uploading the tender document.
4. If the tenderer fails to submit GST Registration certificate, the tender will be summarily rejected.
5. The Contractor shall comply with Central Labour act.
6. The work may be executed both during day & night time as per the requirement.
7. No Water charge will be recovered. The contractor shall make his/her own arrangement for water if required.
8. If there are varying or conflicting provisions made in any one document forming part of the contract, the Officer-in-charge shall be the deciding authority with regard to the interpretation of the documents and his decision shall be final and binding on the tenderer.
9. The work shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Officer-in-Charge and nothing extra will be paid on this account.
10. The tenderer shall comply with all legal orders and directions of the local or public authority or municipality and abide by them.
11. The Contractor shall obtain necessary permission from the local authority for disposing the garbage outside IITM.
12. 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 papers. None of these documents shall be used for any purpose other than that of this contract
13. For any dispute arising out of this agreement, the legal jurisdiction will be at Chennai in Tamil Nadu only.
14. It is not binding on the competent authority to accept the lowest or any other tender and any or all the tenders received can be rejected without assigning any reason.
15. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders of the tenderers who resort to canvassing will be liable to rejection.
16. The competent authority reserves the right to accept part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
17. Any reduction in the rates of GST from the quoted rates in the BOQ during the currency of the contract, commensurate reduction in the quoted rates in BOQ will be effected and payment will be made accordingly.

11.5 Other special Conditions:

1. The particular specification for certain items in the financial bid – Volume – II – Part 1 –work - Bill of Quantity (BOQ) is enclosed as Annexure 1 and the same shall be read in conjunction with the corresponding specification given in the BOQ.
2. The tenderers are requested to inspect the site before submission of tender documents.
3. No trees and vegetation shall be cut by the tenderer.
4. All activities and labour movements should be restricted within the area earmarked for these purpose.
5. No labour camp is allowed inside IIT Madras campus.
6. Firewood collection is strictly prohibited.
7. IIT Madras traffic regulation and speed limit should be followed without any violation.
8. Smoking is strictly prohibited at workplace.

12 EARNEST MONEY DEPOSIT (EMD)

1. The Demand Draft obtained from the scheduled bank for an amount of Rs.15,200/- towards Earnest Money Deposit (EMD) drawn in favour of IIT Madras, Chennai-600 036 and payable at Chennai shall be submitted along with other documents in the tender box.
2. Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.
3. If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then IITM, shall without prejudice to any other right or remedy, be at liberty to forfeit 50 % of the said earnest money.

13 INSURANCE

1. Insurance of Works

13.1 Third Party Insurance

Before commencing the execution of the Works, the contractor shall insure against the liability for any material or physical damage, loss or injury which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the works or in the carrying out of the Contract. The sum insured will be for Rs.5 lakhs. Such insurance shall be effected with an insurer and in terms approved by the Employer. The Contractor shall, whenever required, produce before the Engineer-in-charge the policy or policies of insurance and the receipts of payment of the current premiums.

13.2 Workmen's Insurance

The Employer's shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the

Contractor or any sub-contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for sum of the established norms during the entire period till completion of Period of Maintenance.

13.3 Recovery from the Contractor

Without prejudice for the other rights of the Employer against the Contractor in respect of default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

13.4 Insurance by Sub-Contractors

Without prejudice to his liability under this clause the Contractor shall also cause all Sub-Contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a Sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

13.5 Period of Policies

All the insurance covers mentioned above shall be kept alive during the complete period of the contract. If the Contractor shall fail to effect and keep in force the insurance referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the Engineer-in-Charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

13.6 Damage to Persons and Property – Employer to be Indemnified

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

- (a) The permanent use or occupation of land by the works or any part thereof.
- (b) The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.
- (c) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

Signature of Contractor

Senior Horticulture Officer

INDIAN INSTITUTE OF TECHNOLOGY MADRAS 600 036

ENGINEERING UNIT

In the event of the date of opening of tender being declared a closed holiday for the Indian Institute of Technology Madras the due date for opening will be in the following working day.

IMPORTANT NOTE:

1. All tender documents should be filled in and returned duly signed
2. Delivery should be effected within the time frame as given in tender document
3. **Fax & E-mail tenders will not be accepted.**

INSTRUCTIONS AND IMPORTANT SPECIAL CONDITIONS (To be submitted by Tenderer along with the Tender duly signed)

The following instructions are to be followed meticulously FAILING WHICH YOUR OFFER WILL NOT BE CONSIDERED:

1. Tenders should be submitted in Sealed Cover. The tender should be duly filled in the space provided in the downloaded format only. Quotes given by the tenderers in their own format / letter heads will not be considered at all.
3. List of Documents to be enclosed in the tender document:
 1. **Demand Draft of any Scheduled Bank against EMD.**
 2. **Declaration as specified in Annexure I & II**
 3. **GST Certificate**
 4. **Pricebid**
5. The rate (s) must be quoted in decimal coinage. Tenderers must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
7. All the tenderers should ensure that they are GST compliant and the quoted rates are as per GST Law. The Tenderer should submit their GST registration certificate and PAN while submitting the tender document.
8. If the tenderer fails to submit GST Registration certificate, the tender will be summarily rejected.
9. Any reduction in the rates of GST from the quoted rates in the BOQ during the currency of the contract, commensurate reduction in the quoted rates in BOQ will be effected and payment will be made accordingly. The market rate analysis adopted by IITM for calculating the reduction in GST will be final and binding on the contractor.

10. Delivery Period:

The delivery of item should be made only on receipt of purchase order from the Institute. The Item should be delivered on time prescribed in the tender document. No further extension of time will be allowed. Any delay beyond the time indicated above will be viewed seriously. If there is any delay without any valid reason and not accompanied by proof, compensation at the rate of 1% per day of the tender cost and forfeiture of EMD in full.

Non delivery of items will lead to cancellation of Purchase Order without any notice. In addition, action will be taken for removing them from our future enquiry.

11. The payment for the work will be made one time. The contractor shall submit the bill along with GST invoice. The payment will be made within 21 days from the date of receipt of the bill.No Advance Payment will be made for the purchase.

12. Tenderer should furnish clear declaration as follows:

We declare that I am/we are (tick appropriate sl no.)

- i) An individual;
- ii) A proprietary;
- iii) A Firm in partnership;
- iv) A Limited Company or Corporation.

14 . Quality:

The tenderer has to declare that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications. Tenderer should ensure the supply of items to confirm to the specifications.

15. Jurisdiction:

All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the Chennai jurisdiction only.

16 . Acknowledgement:

It is hereby acknowledged that we have gone through all the points listed in the tender document and we agree to abide by them.

Signature of the Contractor

SHO

17. FORMS

1. LETTER OF TRANSMITTAL

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

To

THE SENIOR HORTICULTURE OFFICER

Engineering Unit,
IITM, Chennai – 600 036

Sub: Supplying and arrangement of Exotic Flowers, drinking water arrangements at various halls & Auditorium including providing backdrop at SAC building for 59th Convocation at IIT Madras.

Sir,

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I/ We hereby submit the application for eligibility and the tender (financial bid) for the work duly filled in.

1. I / We here by certify that all the statement made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We certify that that the tender documents uploaded is the exact replica of the document published by the IITM and no alterations and additions have been made by me / us in the e-tender document.
3. I/we certify that, the declaration as enclosed in Annexure I & Annexure II which were scanned and uploaded while submitting the e-Tender .

Seal of the Tenderer
Date of submission

Signature of the tenderer

ANNEXURE-I

(To be given on the letter head of the bidder)

No. _____

Dated:

CERTIFICATE

(Bidders from India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR (*whichever is applicable*)

(Bidders from Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered. *(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place:

Date:

Signature of the Tenderer
Name & Address of the
Tenderer with Office Stamp

ANNEXURE-II
FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY(PREFERENCE TO MAKE IN INDIA) 2017

Tender Reference

Number:

Name of the item / Service:

Date:

I/We _____ S/o, D/o, W/o, _____ Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (✓) and Fill the Appropriate Category	
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under “Class-I Local Supplier” category.
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 20% but less than 50% and come under “Class-II Local Supplier” category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in

Percentage

Percentage of Local content: _____%** .

Place of the local content value calculated : _____

For and on behalf of (Name of firm/entity)
--

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority.

** Services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/CMC cannot be claimed as local value addition