

To,

Inviting Quotations for Furnishing of two Halls of our New Building FIRST Innovation DJAC, IIT Kanpur, as per specified Drawings.

Sealed Quotations (**technical bid and price bid, separately inside the main envelop**) along with **Certificate or Authorization Letter** are invited as per the specifications provided in the below table for the items from the **authorized suppliers**. The sealed quotation should reach the undersigned on or before **31/05/2023** before **1700 hrs.** through registered/speed post/courier.

The envelope must be inscribed with Quotation (s) for the following Schedule of Requirement (SOR) cum offers for the following tenders-

| S.No. | Tender ID | Premise No |
|-------|------------------------------------|------------|
| 1. | DJAC Building/Kanpur/IIT/FIRST/AS/ | 404 Block |
| 2. | DJAC Building/Kanpur/IIT/FIRST/AS/ | 406 Block |

The details of the aforesaid tenders are bifurcated herein below-

The Quotations would be evaluated separately

| 1. Tender: Ref NO: <u>DJAC Building/Kanpur/IIT/FIRST/AS/10/05/2023</u> | | | | | | |
|--|---|------|----------------|------|-------------|--|
| 404 Block | | | | | | |
| Sr. No. | Items | Unit | Qty. (Approx.) | Rate | Total Value | |
| PAINT FINISH | | | | | | |
| 1 | Providing and fixing includes the cost of rubbing, applying, and finishing wall surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint, such as Royal and equivalent. This cost covers all required scaffolding arrangements, materials, labor, and transportation as per specification. | sqft | 3050 | | | |
| 2 | Providing and fixing Rubbing, applying, and finishing Low Height Ceiling surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint, such as Royal and equivalent, including required scaffolding arrangements, materials, labor, and transportation as per specification. | sqft | 1150 | | | |
| CARPENTRY WORK | | | | | | |
| 1 | Low Storage Cabinet Providing and fixing Wooden plywood of 19mm thickness with wooden mica finish will be used to create storage compartments with Earl Bihari Kabza. The storage height will be 3 feet from the floor, and there will be some open storage spaces between the compartments. Each compartment will be handle-less and accessible through grooves. | sqft | 226 | | | |

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|---|---|----------|-----|--|--|
| 2 | Phone Booth Providing and fixing a single platform with a height of 3 feet and a depth of 18 inches. The top surface will have a Mica finish, and the platform's thickness will be 1.25 inches. | sqft | 19 | | |
| 3 | High Seating platform Providing and fixing Platform height - 3 feet Size: 53 feet length, 15 inches depth - Thickness: 1.5 inches - Finish: 1mm wooden mica finish. MS material for support | sqft | 66 | | |
| 4 | Side Tables Providing and fixing the Side Table has a diameter of 15 inches and a height of 16 to 18 inches. The top can be finished with marble or glass, and the base can be made of either metal or glass | per unit | 3 | | |
| 5 | Reception & Dicussions Area Partition Providing and fixing a 3 inch thick partition of 19mm plyboard, 15 feet wide, dividing the area into two sections, with one section designated as the discussion area. The partition will be 7 feet tall and covered with a 1mm thick acrylic white sheet. | sqft | 210 | | |
| 6 | Reception Back Area Wall Providing and fixing highlighting one wall, counter back wall, with wooden work. wall has storage space, Wall measuring 15 feet in width and 7 feet in height, high-gloss marble finish mica and 1mm wooden mica with louvers on the upper cabinet shutter. Additionally, there is profile lighting installed. Partition wall 19mm plywood with paint finish. | sqft | 112 | | |
| 7 | Reception Counter Providing and fixing The counter has dimensions of 8 feet width by 33 inch depth and a height of 3.6 feet. The countertop has a matte finish grey with a 1mm mica surface and 1mm wooden mica finish. Under the reception counter, there are three drawers. The base material is made of 19mm plyboard. | per unit | 1 | | |
| 8 | Discussion Area Providing and fixing Two walls covered with white, glossy glass (6mm thick) for use as whiteboards, measuring 17 feet by 7 feet. | sqft | 240 | | |
| 9 | Breakout Area Table Providing and fixing 30 inch height, base will MS frame size 1 inch by 2 inch, top will 1.5 inch thick plywood 1mm wooden finish mica. height 30 inch, width 6 feet width, depth 30 inch | per unit | 2 | | |

| | | | | | |
|-------------------------|---|----------|------|--|--|
| 10 | Pantry Area 1mm acrylic and 1mm mica finish. counter top wooden, 1mm mica finish, structure made 19mm plywood, walls from the counter height 7 feet panel with wood, illuminated profile lights, counter dimensions 13 feet width, 3 feet height, 27 inches depth. Storage behind counter 3 feet height, 24 inches depth, 7 feet width. Counter top marble finish, include sink. storage above the sink extends to height 7 feet, depth 12 inches. storage made of 19mm plywood and 12mm plywood, inner mica .8mm | sqft | 187 | | |
| GLASS PARTITION | | | | | |
| 1 | Separate Sitting Multi Colour Glass Partition Providing and fixing The partitions are constructed using 6mm thick toughened multi-colored glass with black powder-coated MS framing that measures 1.5 inches by 1.5 inches. The partitions are 4.5 feet wide and 8 feet high. | per unit | 12 | | |
| 2 | Clear & Frosted Glass Providing and fixing Conference room has 4 door of 12mm thick toughened glass doors, measuring 9 feet in height with frosted and clear finishes. The frame have black powder-coated MS framing that measures 2.5 inches by 1.5 inches. There is a door each for the COPI 1 & 2 cabin, PI cabin, phone booth area, and print area, and a frosted sliding glass fitting in the middle of the conference room. | sqft | 1840 | | |
| WORKSTATION AREA | | | | | |
| 1 | Hexagon Cabin Providing and fixing The cabin has a 19mm plywood partition with 1mm outer mica, 0.8mm inner mica, and 2mm softboard. It also has a 12mm thick toughened frosted glass partition. The table height is 4 feet 6 inches with a width of 7 feet 3 inches on each side. The counter is 30 inches high and 24 inches deep, with a 1.5-inch thick tabletop. Storage space under the counter measures 25 inches by 21 inches and includes two drawers and one shutter. The cabin can accommodate seating for up to 5 people. | per unit | 8 | | |
| 2 | Hexagon Cabin Chair Providing and fixing (As per selection) | per unit | 40 | | |
| LOOSE FURNITURE | | | | | |
| 1 | Sofa Providing and fixing (As per selection) | per seat | 14 | | |
| 2 | PI Cabin Center Table Providing and fixing A table measuring 30 inches by 30 inches with a height of 15 inches will be provided. The base will have a wooden mica finish and the top will be made of glass. | per unit | 1 | | |
| 3 | Reception Center Table Providing and fixing 3 feet by 3 feet with wooden and glass finish | per unit | 1 | | |
| 4 | Separate Sitting Area Round Table Providing and fixing A wooden finished table measuring 21 inches in diameter and 20 inches in height will be provided. | per unit | 10 | | |

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|----------------------------------|---|----------|-----|--|--|
| 5 | Separate Sitting Chair Providing and fixing Fabric and wooden finish (as per design choice) | per unit | 14 | | |
| 6 | High Sitting Stool Providing and fixing High seating stools (as per selection) | per unit | 30 | | |
| 7 | Breakout Area Chair Providing and fixing (As per selection) | per unit | 12 | | |
| CONFERENCE ROOM | | | | | |
| 1 | Conference Table Providing and fixing -Size: 5 feet in length, 12 feet in width. -Height: 30 inches -Finish: Veneer finish with black glass on the middle of the table -Thickness: 3 inches -Base design: Louver design, veneer finish -Sockets: 3 sockets to be included in the table | per unit | 2 | | |
| 2 | Director's Chair Providing and fixing (As per selection) | per unit | 22 | | |
| 3 | Non Movable Chairs Providing and fixing (As per selection) | per unit | 24 | | |
| 4 | Conference Ceiling Providing and fixing A wooden lovers finish ceiling made of aluminum or wooden material with a 2-foot side border made of POP. | sqft | 780 | | |
| COPI (1-2) & PI CABIN | | | | | |
| 1 | PI Directors Table Providing and fixing L-shaped table following specifications: -Size: 8 feet in length, 3 feet in depth. -Height: 30 inches -Finish: Veneer finish -Sockets: 1 socket included in the table -Design: Glass design middle of the table -Storage: There will be storage on the L side, with 3/4 drawers as per choice. | per unit | 1 | | |
| 2 | COPI 1 & 2 Cabin Directors Table Providing and fixing L-shaped table following specifications: -Size: 6 feet in length, 30 inch in depth. -Height: 30 inches -Finish: Veneer finish -Sockets: 1 socket included in the table -Design: Glass design middle of the table -Storage: There will be storage on the L side, with 3/4 drawers as per choice. | per unit | 2 | | |
| 3 | PI Cabin Back Storage Providing and fixing cabinet following specifications: -Size: 9 feet height, 15 feet width, 18 inches depth. -Construction: There will be a shutter till 30 inches height, and on the right or left side, tall unit, upper cabinet with a combination of shutter, open spaces as per design choice. -Finish: Wooden 1mm mica finish. | sqft | 270 | | |

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|----------------------|---|----------|------|--|--|
| 4 | COPI 1 & 2 Cabin Back Storage Providing and fixing Wooden plywood of 19mm thickness with wooden mica finish will be used to create storage compartments with Earl Bihari Kabza. The storage height will be 3 feet from the floor, and there will be some open storage spaces between the compartments. Each compartment will be handle-less and accessible through grooves. | sqft | 50 | | |
| 5 | Director's Chair Providing and fixing (As per selection) | per unit | 3 | | |
| 6 | Movable Chairs Providing and fixing (As per selection) | per unit | 6 | | |
| 7 | PI Cabin Ceiling Providing and fixing wooden louvers finish (Aluminum/wooden material) ceiling with 2 feet side border POP | sqft | 610 | | |
| 8 | COPI 1 & COPI 2 Cabin Ceiling Install a plain ceiling design using gypsum board or pop material and include profile lighting. | sqft | 293 | | |
| 9 | PI Cabin Sofa Back Wall Providing and fixing -Size: 15 feet width and 9 feet height -Material: Glossy white glass 6mm -Structure: Wooden structure -Lighting: Cove lighting | sqft | 270 | | |
| CARPET WORK | | | | | |
| 1 | Providing and fixing carpet flooring of imported loopile carpet of Divine/unitex/armstrong make WW-150 of 69 beige colour in conference hall complete in all respect including fixing of 5 mm thick poly urethane foam rolls below the carpet. Rates quoted should include cost of adhesives, fixing, cutting welding of carpet etc complete in all respects. | sqft | 1395 | | |
| ELECTRIC WORK | | | | | |
| 1 | Providing and fixing Wire - 1mm, 1.5mm & 2.5mm wire Switchs - 3M, 6M & 12M Lights - 9W & 12W | - | - | | |
| GRAND TOTAL | | | | | |

2. Tender: Ref NO: DJAC Building/Kanpur/IIT/FIRST/AS/10/05/2023

406 Block

| Sr. No. | Items | Unit | Qty. (Approx.) | Rate | Total Value |
|---------------------|---|------|----------------|------|-------------|
| PAINT FINISH | | | | | |
| 1 | Providing and fixing includes the cost of rubbing, applying, and finishing wall surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint, such as Royal and equivalent. This cost covers all required scaffolding | sqft | 3240 | | |

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|-----------------------|---|----------|------|--|--|
| | arrangements, materials, labor, and transportation as per specification. | | | | |
| 2 | Providing and fixing Rubbing, applying, and finishing Low Height Ceiling surfaces with one coat of interior primer and two coats of interior premium plastic emulsion paint, such as Royal and equivalent, including required scaffolding arrangements, materials, labor, and transportation as per specification. | sqft | 2150 | | |
| CARPENTRY WORK | | | | | |
| 1 | Low Storage Cabinet Providing and fixing Wooden plywood of 19mm thickness with wooden mica finish will be used to create storage compartments with Earl Bihari Kabza. The storage height will be 3 feet from the floor, and there will be some open storage spaces between the compartments. Each compartment will be handle-less and accessible through grooves. | sqft | 318 | | |
| 2 | Stair Side Cabinet Providing and fixing cabinet for storage that is 3 feet above the floor, leaving a 2-foot gap. Add another cabinet for storage that is 28 inches high, made of 19mm thick plyboard with a Mica finish. The cabinets should have Earl Bihari Kabza handles and be 18 inches deep. The outer surface of the cabinets should have a 1mm Mica finish, while the inner surface should have a 0.8mm Mica finish. | sqft | 146 | | |
| 3 | Phone Booth Providing and fixing The platform height is 3 feet and has a depth of 18 inches. The top of the platform has a Mica finish, and the platform itself is 1.25 inches thick. | sqft | 9 | | |
| 4 | Printout Area Providing and fixing a single loose rack that measures 3 feet in height, 24 inches in width, and 15 inches in depth. The rack has a finish applied to it. | sqft | 6 | | |
| 5 | Side Tables Providing and fixing the Side Table has a diameter of 15 inches and a height of 16 to 18 inches. The top can be finished with marble or glass, and the base can be made of either metal or glass | per unit | 5 | | |
| 6 | Waiting Area Providing and fixing A 3 inch thick partition, 15 feet wide, will be provided and divided into two sections. One section will be designated as the discussion area, and the partition will have a height of 7 feet. The partition will be made of 19MM plyboard and covered with a 1mm thick white acrylic sheet. | sqft | 210 | | |
| 7 | 3D Wall Providing and fixing The back wall of the sofa will be covered with 3D HDMR paneling with a Duco finish. The thickness of the HDMR paneling will either be 6mm or 8mm, depending on the design selection. The paneling will measure 21 feet by 7 feet, as per the selected design. | sqft | 147 | | |

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|-------------------------------|--|----------|-----|--|--|
| 8 | Discussion Area Providing and fixing Cover the wall with white glossy frosted glass to use as a whiteboard. The glass should be 6mm thick and cover all three sides of the wall. Install a storage unit on the pillar side, which should be 3 feet in height and made of 19mm plywood with a 1mm outer layer and a 0.8mm inner layer finished with mica. | sqft | 308 | | |
| 9 | Pantry Area 1mm acrylic and 1mm mica finish. counter top wooden, 1mm mica finish, structure made 19mm plywood, walls from the counter height 7 feet panel with wood, illuminated profile lights, counter dimensions 13 feet width, 3 feet height, 27 inches depth. Storage behind counter 3 feet height, 24 inches depth, 7 feet width. countertop marble finish, include sink. storage above the sink extends to height 7 feet, depth 12 inches. storage made of 19mm plywood and 12mm plywood, inner mica .8mm (as per selection). | sqft | 170 | | |
| 10 | Pantry Partition Providing and fixing a structure with dimensions of 12 feet in width and 7 feet in height using 19mm plywood, and then cover it with a 1mm thick white acrylic sheet. | sqft | 84 | | |
| COLOUR GLASS PARTITION | | | | | |
| 1 | Install a colored glass partition with dimensions of 11 feet by 7 feet. The partition should have MS framing that measures 1.5 inches by 1.5 inches and is powder-coated black. The glass should be multiple colors and 6mm thick, and the structure should also include a wooden arch with a 1mm thick mica finish and 19mm plywood. Additionally, include a phone booth area with a door. | per unit | 27 | | |
| WORKSTATION AREA | | | | | |
| 1 | Workstation Table Providing and fixing a table with dimensions of 11 feet by 4 feet and a height of 30 inches. Each person should have 18 inches of width for under-table storage, which includes two drawers and one shutter. The table should also have space for wiring to charge laptops. The structure should be made of wood with a 1mm mica finish, and the base should be made of MS with a 1.5 inches by 1.5 inches dimension and be powder-coated black. | per unit | 20 | | |
| 2 | Office Chair Providing and fixing (As per selection) | per unit | 114 | | |
| LOOSE FURNITURE | | | | | |
| 1 | Sofa Providing and fixing (As per selection) | per seat | 13 | | |
| 2 | Center Table Providing and fixing Diameter 4 feet, top 12mm glass finish, MS Base | per unit | 2 | | |
| 3 | Fabric Chair Providing and fixing Fabric finish chair with MS/SS finish base (as per choice) | per unit | 30 | | |

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|----------------------|--|----------|-----|--|--|
| 4 | Breakout Table Providing and fixing 4 tables (6 feet length, 30 inch height and 30 inch width) top surface made of 1mm wooden mica, base 1.5"x1.5" with MS powder coating. | per unit | 4 | | |
| THINKING AREA | | | | | |
| 1 | Install a two-sided wall partition made of 6mm glass for writing, according to the selected design. Additionally, provide 4 chairs, 4 poufs with dimensions of 2 feet by 2 feet and a height of 12 inches, and 4 tables with dimensions of 18 inches by 18 inches and a height of 12 inches, all with a glossy mica finish of 1mm thickness. One of the walls should feature creative artwork. | NOS | - | | |
| 2 | Ceiling Install a plain ceiling design using gypsum board or pop material and include profile lighting. | sqft | 204 | | |
| MEETING AREA | | | | | |
| 1 | Providing and fixing a table with dimensions of 12 feet by 3 feet and a height of 30 inches. The table top should be covered with 1mm mica and the base should be made of MS with powder coating. Install a glass sheet measuring 9 inches in the middle of the table. Additionally, provide 12 branded chairs for seating, as per choice/selection. Mount a storage unit on the wall for the projector and another storage unit on the pillar side, which should measure 30 inches in height and 15 inches in depth, with a 1mm mica finish and made of 19mm plywood. | NOS | - | | |
| 2 | Ceiling Install a plain ceiling design using gypsum board or pop material and include profile lighting. | sqft | 190 | | |
| ELECTRIC WORK | | | | | |
| 1 | Wire - 1mm, 1.5mm & 2.5mm wire Switch's - 3M, 6M & 12M Lights - 9W & 12W | - | - | | |
| GRAND TOTAL | | | | | |

Terms & Condition

1. The Bidder is required to submit quotation for both the Halls and will not have the option to choose any one of the two Halls.
2. IIT Kanpur reserves the right to cancel the Tender at any stage without assigning any reason.
3. The bidder should be a reputed vendor and must have the establishment of more than 5 years. A copy of the certificate of Establishment should be provided with the Technical Bid. The bidder must executed satisfactory work in any of the Incubator of Academic Institute of National Importance.
4. The bidder must enclose the documents of up-to date GST Return, with technical bid.

Technical Criteria

5. The bidder must have an average annual turnover of Rs 2 Crores during the last three years. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2023 of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
6. The Turnover Certificate along with the copies of Income Tax Return Acknowledgement, Balance Sheet & Profit and Loss A/c for last three financial years duly signed by Chartered Accountant of the bidder should be enclosed with the technical bid.
7. The bidder should have completed one single Order of Rs 55 Lacs over the last three years. (Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed & Execution certificate by client with order value).
8. The Bidder must have executed satisfactory work in any of the Academic institutes of National Importance.
9. The bid submitted through email or any other online medium shall not be accepted. Only bid received through registered /speed post /courier/by hand shall be accepted.

10. **Sample Approval**

Bidders should have to display their samples of furniture **(22/5/2023)** on date of opening of the technical bid at the Purchase Section of FIRST of IIT Kanpur. Non-Display of sample shall be considered as non-responsive technical bids.

Phase-II

- a. Financial bids of technically qualified and approve samples bidders shall be opened.
 - b. Financial evaluation is purely done on the total financial implication.
 - c. Any Superfluous, unreasonable assets rate quotes will be summarily rejected.
11. If the documents as well as the samples submitted by the bidder would not be up to the mark as per the tender requirement, the tender of such bidders would be rejected and the financial bid would not be opened.

12. **Layout Drawing**

Layout Drawing of both the Halls (Hall No 404 & 406) has been attached as integral part of this Tender hence Bidder has to submit the bid after understanding the Layout drawing.
Attached:- Annexure-A & Annexure-B

13. The bidder must execute and complete all the work supply within 60 days otherwise LD @ 0.25% per day shall be levied. (Subject to maximum of 5% of PO)
14. Payment shall be as follows:

| Events | Amount of Payment to be released |
|---|--|
| On Work Commencement | 20% of the amount of Purchase Order |
| On Submission of First Running bill against the progress report | 75% of the amount of First running the Bill Subject to maximum of 75% of the Order Value |

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|--|---|
| On Submission of Second Running bill against the progress report | 75% of the amount of the Second running bill Subject to maximum of 90% of the Order Value |
| On Submission of Work Completion Report | Up till 90% of the PO |
| 1 Year from the Submission of Work Completion | Balance 10 % of the Total Bill Amount |

15. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.
16. The bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- for not been black listed or debarred by any Government / Semi Government / PSU / Banks / Universities / Educational Institute etc. during last three years at the time of submission of tender bid for any item or by any reason. If any bidder, who has been blacklisted /debarred by any Government / Semi Government / PSU / Banks / Universities / Educational Institute etc. for any item or by any reason during last seven years, participate for this tender work, then the appropriate legal action shall be taken against that bidder and the client has full rights to black list / debarred the said company for future tendering process.
17. Bidder is desired to have executed one single Office Interior related work in a organisation of national importance of at least Rs. 85 Lacs value in past 3 years.(Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed & Execution certificate by client with order value.)
18. **Earnest Money Deposit (EMD)**: Rs. 1,50,000./-(One lakh and Fifty thousand only) must be submitted along with the technical bid. The EMD document (Demand Draft) should be issued in the favor of "IIT Kanpur"
19. MSME exemption allowed from EMD submission shall not be allowed. The Bidders MUST enclose the required EMD to participate for the tender.
20. The defect liability period of **Three years** from the date of completion of Work and final completion report duly acknowledged by IIT Kanpur.
21. The Bidder should quote for all items of the tender. Any tender for Part item will be rejected out rightly. An undertaking on the company letter head confirming the same should be enclosed with tender.
22. No Deviation in the technical specifications for any product shall be accepted at all. The bid must include every specification dimension and the details of manufacturer for each items. The images provided in the Tender document are for the reference purpose only.
23. No Subcontracting shall be allowed whatsoever.
24. Quotations from the bids that do not meet the technical criteria set in the tender document will not be considered irrespective of the price or any other criteria.
25. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract.

26. The Vendor shall provide the warranty for 3 Years.
27. Rates Quoted should be inclusive of all taxes, freight and other charges.
28. The quotation will be evaluated based on the criteria's provided in the below table.

| S.No | Parameter | Evaluation Criteria | Weightage | Marking system (It will be graded marking system accordingly) |
|------|--|----------------------|-----------|--|
| 1 | Financial Bid | Lowest-1 | 50% | 50 |
| | | Lowest-2 | | 30 |
| | | Lowest-3 | | 20 |
| 2 | Value of one single executed Order of Office Interior/furnishing related work in an Incubator of academic Institute of national importance in past 3 years. (A work completion report with satisfactory performance letter from the related recipient of work has to be submitted as evidence) | Rs. 85 to Rs 75 Lacs | 25% | 25 |
| | | Rs. 75 to Rs 65 Lacs | | 20 |
| | | Rs.65 to Rs 55 Lacs | | 10 |
| 3 | Average Annual Financial Turnover of the Bidder since last 3 years (Average annual Turnover certificate to be attached) | Rs.>350 Lacs | 25% | 25 |
| | | Rs.>250 Lacs | | 15 |
| | | Rs.>200 Lacs | | 10 |
| | Total | | 100% | |

29. An **Engineer – In – Charge** will be appointed by IIT Kanpur for supervision of work and verification of Bills.

30. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

31. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

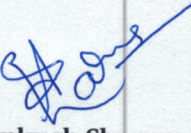
"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

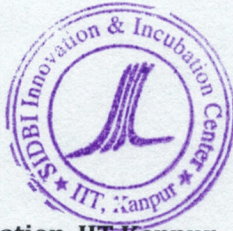
"Margin of purchase preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
 - If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.


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