Online Bids

Invited Through E-Procurement Portal of CPPP

For

Raising and Maintenance of Experimental Plantation over Selected Overburden Dump Slope area of Khadia Project, NCL

Tender No: IIT (BHU)/Min/GSPS/R&D/NCL/21-22/06
Date 05.12.2022

Last Date of Submission: 27.12.2022 (04.00 PM)

Tender opening: 28.12.2022 (04.00 PM)



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

E-mail: gspsingh.min@iitbhu.ac.in

INDIAN INSTITUTE OF TECHNOLOGY (BANARAS HINDU UNIVERSITY) VARANASI – 221005

DEPARTMENT/SCHOOL/CENTRE:

Advertised Tender Enquiry Documents

(NOTICE INVITING TENDER)

IIT (BHU) Varanasi invites online tender for "Raising and Maintenance of Plantation over Selected Overburden Dump Slope area of Khadia Project, NCL" in e-procurement mode among the experienced bidders in similar type of works:

	Tender No. and Last Date	Specifications & Quantity of the item	Earnest Money Deposit to be submitted
1.	IIT(BHU)/Min/GSPS/	Raising and Maintenance of	BID SECURING
	R&D/NCL/21-22/06	Experimental Plantation over Selected	DECLARATION as
		Overburden Dump Slope area of	per Annexure "A"
		Khadia Project, NCL	

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Tenderers can access tender documents on the CPP Portal. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission".

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E- procurement portal).

The Tender should be addressed to Dr. GSP Singh, Principal Investigator, Department of Mining Engineering, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P., and should be submitted online on or before the date and time of bid opening date as mentioned in critical date sheet.

The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

Dr. G S P Singh, Principal Investigator, Department of Mining Engineering, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005

INDIAN INSTITUTE OF TECHNOLOGY (BANARAS HINDU UNIVERSITY) VARANASI – 221005

DEPARTMENT/SCHOOL/CENTRE: DEPARTMENT OF MINING ENGINEERING

TENDER DOCUMENT FOR Raising and Maintenance of Plantation over Overburden Dump Slope area of Khadia Project, NCL during the year 2022-23 CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology
	(Banaras Hindu University) Varanasi
Tender	Open
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Work
Date of Issue/Publishing Original Tender	06/12/2022 (05:00 PM)
Document Download Start Date	06/12/2022 (05:00 PM)
Document Download End Date	27/12/2022 (04:30 PM)
Pre Bid Meeting Date* *Queries, if any, to be discussed, must be e-mailed to gspsingh.min@iitbhu.ac.in, before the date of Pre Bid meeting for consideration.	14/12/2022 (12.00 Noon)
Corrigendum, if any	
Last Date and Time for Uploading of Bids	27/12/2022 (04:00 PM)
Date and Time of Opening of Technical Bids	28/12/2022 (04:00 PM)
Tender Processing Fee (including GST as applicable) ₹	₹ 590/- (For Tender Processing Fee) (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 Code - SBIN0011445 The proof of payment must be enclosed with Technical Bid.
EMD	BID SECURING DECLARATION as per Annexure "A"
No. of Covers (1/2/3/4)	02
Bid Validity days	180 days (From last date of opening of tender)
Address for Communication	Dr. GSP Singh, Department of Mining Engineering, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
Contact No. & E-mail Address	9451828337, gspsingh.min@iitbhu.ac.in

- 1. Interested eligible Bidders may obtain further information from IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase enquiries/ or from Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.
- 2. Intending bidders are advised to visit IIT (BHU) website www.iitbhu.ac.in/iitnotifications/purchase enquiries/ and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
- 3. Tender Processing Fee is to be deposited electronically by RTGS/NEFT in the account of Registrar, IIT (BHU) in the Bank details mentioned above. Bidders are required to submit the scan copy of payment receipt details of Tender fees payment and Bid Securing Declaration Form as EMD at the time of Bid Preparation.
- 4. This Tender Document contains the following:
 - A. Instructions for Online Bid Submission
 - **B.** Instruction to Bidders
 - **C.** General conditions of contract (GCC)
 - **D.** Special Condition of Contracts
 - E. Check-list for Bid/Tender submission
 - F. Declaration Certificate
 - **G.** Technical specifications for the complete project (Annexure 1)
 - H. Compliance Sheet

SECTION 1: INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app)</u>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.

1. Registration

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and

2. Searching for Tender Documents

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

- 1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender processing fee on-line through RTGS.
- 4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized

persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

6. General Instructions to the Bidders

- 1. The tenders will be received online through portal http://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e- token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3. Tenderer are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.
- 4. Provision of labour and implements: This contract includes all labour, material, tools, implements and every other things necessary for carrying out and completing the works in conformity with the plans and specifications (herewith attached), descriptions and instructions as may from time to time be furnished while the work is in progress.
- 5. Detailed drawings and instructions: The Chief General Manager / General Manager or his authorized representative shall furnish with, reasonable promptness additional instructions, necessary for the proper execution of the work. The work shall be executed in conformity therewith and the bidder shall not do work without proper drawings or instructions in writing.
- 6. If the tenderer has any doubt as to the meaning of any portion of the terms and conditions of contract or the specifications, he shall submit particulars to the company in writing before submitting this tender within the stipulated time for getting necessary clarifications.
- 7. Before quoting their overall uniform percentage or rate, they shall enquire and inspect the site of the proposed work, study the physical conditions prevailing at the site, sufficiency and means of transporting all materials, labour, water and any other matters or things required in connection with the work. Tenderers are also expected to have previous experience of similar works executed.

SECTION 2: INSTRUCTIONS TO BIDDERS

A. Introduction

1. Location of Work: Khadia Project Coal mines OB Dumps, District- Sonbhadra, Uttar Pradesh. Refer Fig.1 Mine plan showing the area of experimental plantation.

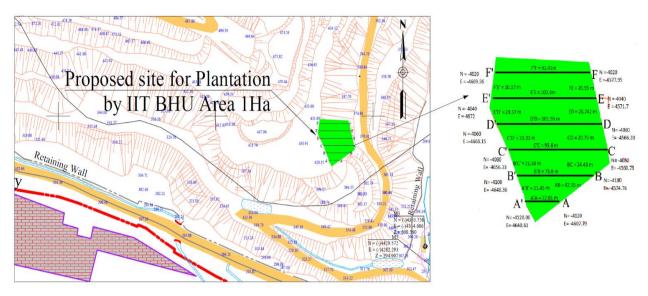


Fig. 1 Mine Plan showing the area of experimental plantation

2. Scope of Work:

IIT (BHU), Varanasi invites online bids from the bidders on behalf of The Director, IIT (BHU), Varanasi for Raising and Maintenance of experimental plantation over selected OB dump slope area of 1 Ha (10,000 Sq. meter) divided in five different groups of width ranging from 13- 16m each. The height of OB dump slope in the experimental area varies from 20m to 60m. Plantation is to be done along the slope, toe, crest and the top surface of the benches in Khadia Project, NCL during the year 2022-23 following the specifications given in Annexure-1 and as per terms & conditions of this tender document. The bidder should ensure successful plantation and maintenance over the dump slope.

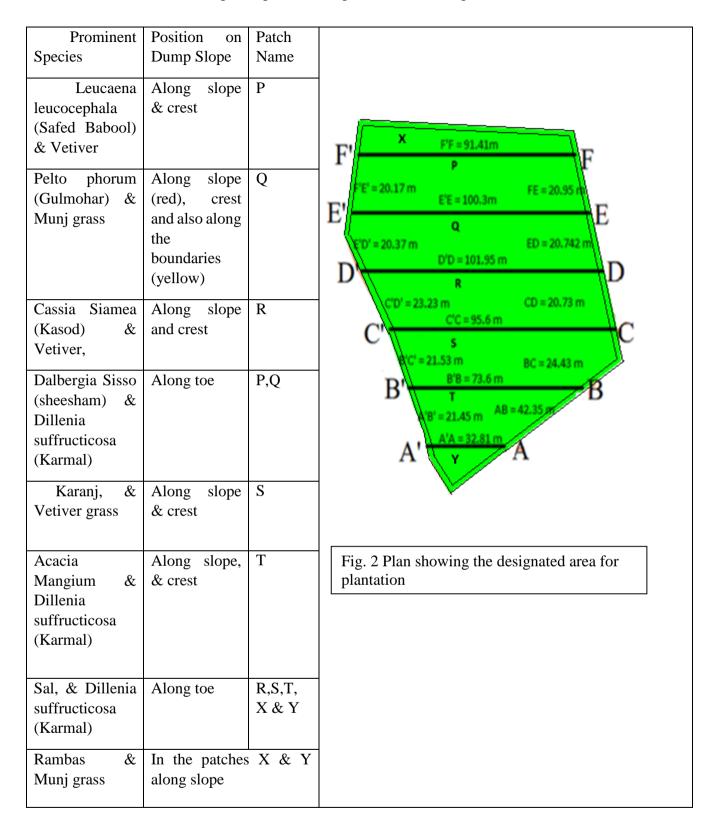
The work involves

Site preparation and Sub-benching of the OB dump slope

The plantation is to be done after mulching and sub-benching. Mulching is to be done using locally available paddy stock. The height and width of each sub-bench at the dump slope would be 1m and 1.5 m respectively while the bench slope angle will be 35 degrees.

- The sub-benching will be followed by application of coco-peat, cow-dung, vermi-compost, jeewamrit and rice husk, to facilitate increased root perforation and supporting the growth of plantation in the dump soil. Locally available top soil in the mine can be used to meet the requirement, if needed.
- Plantation over OB Dump material will be done after adding suitable bio-fertilizer, DAP, Phorate or Themate insecticides to enrich and protect the vital nutrients for plant growth.
- 2500 plant saplings shall be planted in the five demarcated patches (P to T) as shown in Fig.2 by digging pits at a spacing of 2 meter ×2 meter using the group of plant species mentioned in Table 1. The plantation in the outer patches X and Y will be done using munj grass and Rambans. In addition, requisite number of Vetiver and Munj grasses will also be planted @ 4 trillers per sq. feet in between these plant saplings.
- Miyawaki plantation strategy will be adopted for the plantation on OB dump slope. Six months to twelve months plant saplings shall be used for plantation works.

Table 1: Selected plant species to be planted at the dump site



- The saplings brought from nursery will be planted carefully by removing the polythene and cutting the coiled roots, if any, in order to allow fresh roots to come up.
- The supply of all fertilizers and saplings, their transportation & safe storage at the designated location within the mine will be under the bidders' scope of work.
- Any casualty of saplings during transportation, loading & unloading, during & after plantation shall be replaced by the bidder at his/her own cost. After plantation, the soil around the plant should be thrashed firmly, and adequate support be provided to the saplings using appropriate plant stakes.

- Proper maintenance of the plantation is to be ensured for a period of one year. The bidder will ensure timely installation, commissioning & operation of gravity based drip irrigation system for providing irrigation and nutritional support to all the plants to make sure their survival is not less than 90% of the total plantation at the time of handover to IIT (BHU), Varanasi after completion of one year period of maintenance.
- The bidder should ensure need based nutritional support of the plant during this period. Soil testing will be carried out on monthly basis by the bidder to assess the nutritional requirement of the plants.
- The bidder shall water and provide fertilizers to the planted saplings accordingly on a regular interval for a period of one year to ensure optimal growth of the plants.
- Water Supply for Irrigation system will be facilitated by NCL. After completion of the contract period, the bidder will hand over all the drip irrigation hardware, supporting infrastructure and planted site to the IIT (BHU), Varanasi.
- After one month of OB dump plantation, the bidder shall ensure 90% survival rate of the total plantation and Replacement of plants in case of casualty of plants at the bidders cost as & when required. Surprise random visits will be made throughout the maintenance period to ensure 90% of the survival rate of the total plants.
- The bidder will install a solar powered portable station on the plantation site to measures soil moisture, soil temperature, ambient humidity, ambient temperature etc. on real time basis with the capability of data storage on cloud with support of an IoT platform. The application of gravity drip irrigation system will be synchronized with the real time moisture data for optimum irrigation of the plants.
- Bidder will ensure provision of labour, material, tools, implements and other things necessary for carrying out and completing the works, in conformity with the plans and specifications (as mentioned in Table 1), descriptions and instructions received from time to time through IIT (BHU), Varanasi representative.
- The bidder will work at the experimental plantation site in close co-ordination of the mining authorities and the project team of IIT (BHU), Varanasi for successful accomplishment of the project objectives in a smooth manner.
- If the tenderer has any doubt as to the meaning of any portion of the terms and conditions of contract or the specifications, he/she shall seek explanations from IIT (BHU), Varanasi in writing before submitting this tender within the stipulated time for getting necessary clarifications.
- Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission
 of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless
 of the conduct or outcome of the bidding process.
- **3.** Eligibility Criteria: Only those bidders who have experience in execution of similar works shall be eligible. The bidder will enclose the copies of previous work orders obtained from government departments or public or large private sector mines of the similar nature executed by him/her along with the general Bid as a documentary evidence of the proof of experience. The Conditional tenders will not be accepted.

4. Payment Terms:

- The total payment will be made in four parts, the first installment of 20% will be paid after completion of the plantation work and successful installation of the drip irrigation system. The next 20% of payment will be made on survival of at least 90% of the total plantation after three months. The next 20% of payment will be made on survival of at least 90% of the total plantation after nine months. The remaining 40% of the payment will be made after submission of final bill and survival of 90% of the plants after completion of the contract period.
- Tools and tackles: No tools and tackles for the work shall be supplied by IIT (BHU), Varanasi. The bidder will arrange for the tools and tackles required for the above work at his own cost.

- Completion period: The plantation job shall be completed within 60 (sixty) days from the date of issue of letter of intent/work order whichever is earlier. The maintenance job should continue for the entire year ensuring the 90% survival of the total plantation.
- Statutory deduction: Deduction of taxes, levies deductible at source shall be made from the gross value of each bill at the rate prescribed in the relevant Acts.
- Security Deposit: The PBG of successful bidder shall be converted into security deposit (interest free) which will be refunded within 60 days from the date of completion of the job subject to satisfactory performance.
- The security deposit shall bear no interest, IIT (BHU) will have absolute authority to adjust security deposit or the retention money (10%) to make up for any damage or any incomplete work left.

5. Miscellaneous Terms & Conditions

Terminal Benefit Deduction:

- a) The bidder will provide all the personal protective equipment required for their workmen as per safety norms of DGMS.
- b) The bidder shall report the occurrence of all accidents to the concerned officials including particulars of his employees involved and effect payment of compensation as per the workmen's Compensation Act as amended from time to time within the prescribed time limit. In case of such accidents the bidder must immediately bring it to the notice of the representative of IIT (BHU), Varanasi or the Mines manager.
- c) In all matters connected with labour and staff under this agreement, the bidder shall be Employer as defined in the various Acts. Rules, Regulations pertaining to the nature of work involved.
- d) NCL shall provide housing accommodation for the bidder's employees engaged in plantation and maintenance work.
- e) The Bidder shall at his own cost arrange for transportation of materials to Work site. The quantity of material should be witnessed by the site In-charge or officer In-charge.
- f) No part of the Contract shall be sublet without written permission of the representative of IIT (BHU), Varanasi.
- g) With regard to the execution of this work, the Bidder will abide by the Direction of the representative of IIT (BHU), Varanasi.
- h) In the event of Bidder's failure to fulfill the Contract terms for execution of work therein, IIT (BHU), Varanasi reserves the right to terminate the Contract by giving 15 days' Notice and to have the contractual obligations carried out by alternative arrangements and consequential loss suffered thereby shall be borne by the Bidder.
- The Bidder shall have no claim whatsoever against IIT (BHU), Varanasi, for any loss/damage caused to the Bidder by reason of war, riot, commotion, disturbance, pestilence/ epidemical any change in the nature of deposit, breakdown at plant or machinery for whatever reason, failure/ restriction of Electrical or other power. Act of God, Government Order or statutory action or any cause of whatever nature or description beyond the control of IIT (BHU), Varanasi. The Bidder shall resume the work as soon as practicable after such eventuality has ceased to exist of which IIT (BHU), Varanasi shall be sole judge.
- j) If the performance in whole or part of any term/ obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days, the contract may be terminated at the discretion of IIT (BHU), Varanasi.
- k) Penalty for Accidents: In case any accident involving in contract work persons or any violation, reported by any authorized person during the contractual operation in the mines, while performing the contract, the bidder shall be liable to pay the amount of compensation as arrived for.
- 1) Suitable extension of time may be granted by the representative of IIT (BHU), Varanasi, on

application due to natural calamities such as Earth Quake, storm or cyclone and delay in supply of department materials without imposing any penalty, but no monetary compensation need be entertained.

- m) The quantity of work shall be measured in the presence of the bidder or his authorized agents and signature taken in the Measurement Book as a token of acceptance.
- n) Any sub-standard work may be wholly or partly rejected as per the decision of the representative of IIT (BHU), Varanasi, the bidder will not be paid for any such unsatisfactory works, besides he is required to redo the work and remove such unsatisfactory works at his own cost from the work site.
- o) Any damage or loss to work resulting from theft, rains, flood, earthquake, fire etc. shall be recovered by the bidder at his own expenses till the job is finally carried out.
- p) The removal and proper re-execution of any work in respect of materials or workmanship, which in the opinion of the representative of IIT (BHU), Varanasi is not in accordance with the specification.
- q) NCL will make arrangement for sufficient supply and storage of water for the work.
- r) Safety appliances & Safety measures: The bidder will be required to provide the following and other necessary ISI Mark safety Appliances/Measures for the workers depending upon the type of work, free of cost.
 - Personal Protection Equipment's (PPE)
 - Barricading of areas
 - Safety Induction Training
 - Safety Supervision & Housekeeping
 - Identification marking of all materials, stacking area, walkways and working area at site.

B. The Bidding Documents

3. Tender Processing Fees

The Tender Processing fees (₹ 590) should be submitted ONLINE as per the details mentioned above. Further, the proof of payment must be uploaded with Technical Bid. The exemption will be applicable as per Govt. of India norms.

4. Content of Bidding Documents

- **4.1** The service required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to Invitation of Bids, the bidding documents include:
 - (a) Instructions for Online Bid Submission
 - (b) Instruction to Bidders (ITB);
 - (c) General Conditions of Contract (GCC);
 - (d) Special Conditions of Contract (SCC)
 - (d) Schedule of requirements;
 - (e) Tender form (technical bid).
 - (f) Tender form (financial bid)
- **4.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

- **5.1** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- **5.2** All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.
- **5.3** In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

7. Documents Comprising the Bid

- **7.1 Techno commercial un-priced bid and priced Bids:** The bids are to be submitted in two parts i.e. Techno commercial un-priced bid and priced Bids.
 - (a) Techno commercial un-priced bid along with Tender Processing Fee (submitted ONLINE in the aforementioned bank account of Institute) as shown in invitation to bids shall be submitted through CPP Portal. If the proof of payment of Tender Processing Fee is not received along with the technical bid, such bid will not be considered. The samples (if required) of all the services shown in the schedule of requirements of each tender should also accompany the techno commercial un- priced bid in a separate sealed envelope.
 - (b) Priced bid.
- **7.2 Techno commercial un-priced bid:** The Techno commercial un-priced bid prepared by the bidder shall be provided in the following Model Response format:

Model Response format

- (a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership along with all the documents required for proving the credentials regarding the fulfilment of essential pre-bid criteria.
- (b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract (In the Annexure III format).
- (c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the relevant materials/service.
- (d) Details of Permanent Account Number and latest income tax clearance certificate.
- (e) Details of GST No. along with a copy of certificate to be attached.
- (f) Submission of samples if required, for all services indicated in the schedule of requirements. The details of service proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.
- (g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive.

7.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements (Annexure 1).

- (a) The prices quoted must be net per unit of work as shown in the Schedule. It must include all the charges of carrying out the work at Khadia project NCL for IIT (BHU), Varanasi and should be mentioned clearly.
- (b) The rate must be stated for each work separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (c) Quoted prices should be firm and inclusive of taxes/duties, freight and forwarding charges, handling charges, loading and unloading charges, and insurance charges etc. However, the prices must be reflected clearly in BoQ format by mentioning basic rate, GST, Freight charges, Any other Taxes/Duties/Levies and exemptions thereon as applicable to IITs.
- (d) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till supplies is fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

8. Bid Prices

- **8.1** The Bidder shall indicate on the Schedule of requirements (BoQ), the unit prices of the services involved in the site preparation, plantation and maintenance work, it proposes to supply under the Contract and enclose it with the priced bid.
- **8.2** Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.
 - (ii) Any Indian duties, GST and other taxes which will be payable on the services, if this Contract is awarded:
- **8.3** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

- 10.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD, if any. A Bidder granting the request will not be required nor permitted to modify the bid.
- 10.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

D. Submission of Bids

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered**.

12. Deadline for Submission of Bids

- **12.1** Bids must be received by the Purchaser ONLINE not later than the time and date specified in the Invitation for Bids.
- 12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

- **14.1** The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- 14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

E. Bid Opening and Evaluation of Bids

15. Opening of Techno commercial un-priced Bids

The purchaser will open all techno commercial un-priced bids in the first instance.

16. Clarification of Bids

- 16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- 16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- 16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

- 17.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential pre-bid criteria. If any bidder does not meet the essential pre-bid criteria as laid down in the Instruction to Bidders, then his bid will be summarily rejected. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- 17.2 The purchaser will reject a bid determined as not substantially responsive.
- 17.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.
- 17.4 The bidders short-listed by the purchaser based on meeting the essential pre-bid criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Priced Bids

- 18.1 The Purchaser will open the Priced Bids of only those bidders who meet the essential pre-bid criteria and whose techno commercial un-priced bids have been found to be substantially responsive.
- 18.2 The priced Bids of the technically qualified bidders shall be opened by the tender committee.

19. Evaluation and Comparison of priced Bids

- 19.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected
- 19.2 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.
- 19.3 The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel bidders.
- 19.4 The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Indian Rupees**
- 19.5 The source of exchange rate shall be: **Reserve Bank of India/Any other authentic source.**
- 19.6 The date for the exchange rate shall be: Last day for submission of Bids.

20. Purchasers right to accept any bid and to reject any bid or all bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21. Award Criteria

- i. IIT (BHU) shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- ii. If more than one BIDDER happens to quote the same lowest price, IIT (BHU) reserves the right to award the contract to more than one BIDDER or any BIDDER.

22. Notification of Award

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

- **23.1** The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.
- 23.2 Conformity with the Request for Bid/Tender required and conditions.
- 23.3 The assessment based on the response to Model Response Outline.
- 23.4 The assessment of the capability of the bidder to meet the terms and conditions.
- 23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.
- 23.6 The cost and the discount offered, if any.

24. Fall clause

24.1 The price quoted by the bidder should not be higher than the maximum prevailing price, if any, for the bidder and the same shall not be higher than the price usually charged by the bidders for works

of the same nature, class or description to any other purchaser.

24.2 If it is discovered that the bidder has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause (i) above, or (b) to terminate the contract and carry out the work at the risk and cost of the bidder and in that event the provisions of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

SECTION 3: GENERAL CONDITION OF CONTRACTS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Bidder including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- (c) Services" means raising and maintenance of plantation over Benched OB dump slope in Khadia Project, NCL, and any other incidental services training and other obligations of the bidder covered under the Contract;
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "The Purchaser means the organization acquiring the services i.e. IIT (BHU), Varanasi.
- (f) "The Purchaser's country" is India.
- (g) "The Bidder" means the individual or firm supplying the Services under this Contract.
- (h) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. Use of Contract Documents and Information

- **4.1** The Bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- **4.2** The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- **4.3** Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the Contract if so required by the Purchaser.

5. Submission of the bids.

5.1 All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without Bid Securing Declaration Form as earnest money etc. shall be rejected.

- **5.2** Tender documents are available on IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.
- **5.3** Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.

6. Inspections and Tests

- **6.1** The Purchaser or its representative shall have the right to inspect and/or to test the quality of work to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- **6.2** The inspections and tests may be conducted on the premises of the Bidder or its subbidder(s), at point of execution of work final destination. If conducted on the premises of the Bidder or its subbidder(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- **6.3** Should any inspected services fail to conform to the specifications, the Purchaser may reject the service and the Bidder shall either do the service or make alterations.

7. Penalty

Subject to GCC Clause 23, if the Bidder fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the unperformed Services for each week or part thereof of delay until actual performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

8. Termination for Default

- 8.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
 - (a) If the Bidder fails to perform the service within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
 - (b) If the Bidder fails to perform any other obligation(s) under the Contract.
 - (c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition;"

8.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

9. Force Majeure

9.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Bidder shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an

event of Force Majeure.

- 9.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 9.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without

Compensation to the Bidder provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

11. Termination for Convenience

11.1 The Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

12. Resolution of Disputes

- 12.1 The Purchaser and the bidder 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.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Bidder 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.
- 12.3 In case of Dispute or difference arising between the Purchaser and a bidder 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.

13. Governing Language

The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

14. Applicable Law

- 14.1 The contract shall be governed by the Law of Contract for the time being in force.
- 14.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 14.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

14.4 One-month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

15. Taxes and Duties

Bidders shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until performance of the contracted services to the Purchaser.

16. Performance Security:

Successful bidder has to furnish 03% of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favor of the Registrar, Indian Institute of Technology (BHU) valid for a period of 60 days beyond the end of all warranty period / obligations (i.e. must valid for 18 months). Fixed Deposit Receipt / Bank Guarantee should be issued from a schedule bank in India.

17. Bidder Integrity

The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

The Institute Reserves The Right To:

- 14. Increase or decrease the quantity of the item(s) as per requirement subject to variation of maximum of 50% only, however, provided within the ceiling of the category in which the original order was placed i.e., if it is within 2.5 Lakh category than should not exceed the 2.5 lakh limit and so on.
- **15.** Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (G.S.T), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- **16.** Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the bidders.
- 17. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply.
- **18.** To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
- 19. Cancel this Tender at any point of time without assigning any reason thereof.
- 20. The Institute also reserves the right to reject the bid of any participated bidder
- **21.** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
 - (d) If the Bidder fails to execute the aforesaid work within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - (e) If the Bidder fails to perform any other obligation(s) under the Contract.
 - (f) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 22. To reject any or all the offers without assigning any reasons thereof.
- 23. All disputes are subject to "Varanasi Jurisdiction" only.
- 24. The decisions of the Institute in all respect shall be final and binding on all.
- 25. 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 of time. During the verification of the document, if it is found that the bidder has concealed/falsified/fabricated any information, the bid and/or purchase order will be cancelled and action including blacklisting will be taken against the bidder as per norms of the Institute.

26. Please ensure that your offer is complete in all respect 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.

Dr. GSP Singh

Principal Investigator, Department of Mining Engineering

Indian Institute of Technology, (Banaras Hindu University)

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

1. Essential Pre Bid Criteria, (Evaluation Criteria)

Priority will be given to the bidder who fulfills the following conditions:

- I. Provide the list of customers to whom raising and maintenance of plantation work on OB dumps has been carried out along with the Name & Contact Number of the end user
- II. Provide a separate list and contact person name, address, phone and email IDs, who belongs to any Government Department/ Private large scale mining company and availed the raising & maintenance of plantation work .
- III. Provide two PO copies [Price Marked] for raising and maintenance of plantation work on OB dumps from any Government Department/ Private large scale mining company / Reputed Organizations in India.
- IV. The bidder must provide 03 Satisfactory Performance Certificate issued by the End User.
- V. Site preparation/inspection requirements to be indicated and specified along with the bid.

NOTE: THE BID OF THOSE BIDDERS WHO FAILS TO COMPLY THE ABOVE ESSENTIAL CRITERIA WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.

2. Documents Comprising the Bid

The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.

I. Technical Bid

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

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid), Declaration, Bidder's Information Form, and Tender Acceptance Letter;
- (b) Scanned copy of proof for submission of Tender Document Fee/ Earnest Money Deposit/Exemption Certificate, if any etc.;
- (c) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (d) Scanned copy of quoted service details
- (e) Scanned copy of completely filled Annexure III with supporting documents
- (f) Scanned copy of Technical Bid and essential Pre-Bid Details, if any.
 - Scanned 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;
 - Scanned copy of documentary evidence, that the Services to be provided by the Bidder are of eligible origin and conform to the Bidding Documents, and
- (g) Scanned copy of Checklist, compliance of Essential pre-bid criteria and Technical Compliance Sheet (Annexure II) and any other document required as per the tender;

II. Commercial Bid

The commercial bid comprises of:

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of .xls format and to be uploaded in .xls & signed .pdf format.

The Price bid format is provided as .xls format along with this Tender Document at http://eprocure.gov.in/eprocure/app. Bidders are advised to download this .xls format and quote their offer/rates in the prescribed column.

In addition to the above requirements, bids submitted by a Joint Venture, shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

3. Buyers List

4. The bidder must provide the list of buyers for whom they have carried out similar nature of work in last 5 years in prescribed format of Annexure III.

The Tender should be enclosed with proper certifications like Authorization Certificate

site preparation/inspection requirements to be indicated and specified along with the bid.

- 10. Bid should include FOR IIT (BHU), Varanasi prices.
- **11.** The vendor to provide compliance statement with respect to each technical specification in the tender document. Any other claim will not be accepted and may lead to rejection of the bid.
- 12. Printed literature in support of compliance to the prescribed specifications is to be submitted.
- 13. Compliance report needs to be submitted as a part of the technical bid.
- 14. Exemption is allowed from payment of Tender fees and Bid Securing Declaration Form as EMD as per Government of India norms against submission of currently valid certificate specifically for the item(s) proposed to be procured through this Tender.

IMPORTANT NOTE:

1. Non-compliance of tender terms, non-uploading of required documents, lack of clarity of the specifications, contradiction between bidder specifications and supporting literature etc. may lead to rejection of the bid.

All documents in support of above essential pre-bid criteria shall be scanned and uploaded under cover $\boldsymbol{1}$

SECTION 5: CHECKLIST FOR BID/TENDER SUBMISSION

(The following check-list must be filled in and submitted with the bid documents)

Sl.	Particulars	Yes/No	
No.			
1	Have you attached the techno commercial unpriced bid form duly filled in appropriately?		
2	Have you attached a copy of the last audited balance sheet of your firm		
3	Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order bidders and copy of GST registration certificate?		
4	Have you executed the similar nature of work in last 5 year in IITs/NITs/Govt. Office/PSU/University/Autonomous Body		
5	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies in prescribed Format?		
6	EMD: Have you submitted Bid Securing Declaration as EMD asked for.		
7	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.		
8	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?		
9	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?		
10	Have you enclosed the statement of deviations from financial terms and conditions, if any?		
11	Have you submitted the Technical Compliance Sheet?		
12	Have you attached the Declaration on the letter pad of Bidder?		
13	Have you attached the compliance of Pre-qualification criteria?		
14	Have you attached the signed Tender acceptance letter?		
Price	Price Bid		
1	Have you signed and attached the priced bid form?		
2	Have you attached the schedule of requirements duly priced i.e. BoQ?		

Compliance Sheet of Essential Pre Bid Criteria

Sl. No.	Essential Pre Bid Criteria	Compliance
1.	Non-compliance of tender terms, non-uploading of required documents, lack of clarity of the specifications, contradiction between bidder specifications and supporting literature etc. may lead to rejection of the bid.	
2.	A notarized affidavit by the bidder that it has never been black-listed must be uploaded along with the technical Bid under cover 1, failing which the Bid shall be rejected. The original shall be submitted before the award of bid by the lowest evaluated successful bidder.	
3.	The bidder must have executed at least two similar nature of service in any IITs/NITs or any governmental organizations/ PSUs with order value of at least Rs. 2.5 lakhs each during the last three years. Copies of purchase order, satisfactory performance certificate, names of user, their mobile number/ phone number and email id need to be uploaded. The purchaser may ask for input from user where the previous services has been provided. Similar Nature work means Raising and Maintenance of Plantation on OB Dumps of mines. All documents in support of above essential prebid criteria shall be scanned and uploaded under cover 1.	

^{*} Essential Pre Bid Criteria may be changed as per tender requirement.

SECTION 6

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

1.	I, Son /Daughter of Shri		
	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 hereby converged my acceptance of the same.		
3.	The information/ documents furnished along with the above application are true and 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 I 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 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	e: Company Address with Seal		

TENDER FORM

(Techno commercial un-priced Bid)

	(On the letter head of the firm submitting the bid)
Ten	der No
To	
	The
Dea	r Sir,
16.	I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
17.	I/We meet the eligibility requirements and have no conflict of interest;
18.	I/We have not been suspended nor declared ineligible in India;
19.	I/We offer to supply in conformity with the Bidding Documents and in accordance with the time Schedule specified in the Schedule of Requirements the following services
20.	I/We offer to supply the services as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of
21.	I/we shall be bound by a communication of acceptance issued by you.
22.	I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the service required and my/our offer is to provide the service strictly in accordance with the specifications and requirements.
23.	A proof of payment of Rs (Rupees
24.	 The following have been added to form part of this tender. (i) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price) (j) Income Tax clearance certificate. (k) Copy of last audited balance sheet. (l) Copy of Valid GST registration certificate. (m) Copy of similar relevant major purchase orders executed during last Eight years in IITs/NITs/Govt. Office/PSU/University/Autonomous Body. (n) Proof of manufacturing Unit, dealership certificate/general order bidders. (o) Statement of deviations from financial terms & conditions, if any. (p) Any other enclosure. (Please give details)
25.	We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

- Certified that the bidder is: 26.
 - (d) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

(e) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

(f) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

- 27. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
- 28. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- 29. We are not participating, as a Bidder or as a subbidder, in more than one bid in this bidding process, other than alternative bids submitted;
- 30. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*
Name of the person duly authorized to sign the Bid on behalf of the Bidder**
Title of the person signing the Bid
Signature of the person named above
Date signed day of
* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder ** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules. Yours faithfully,
(Signature of bidder)
Dated this day of
Address:
Telephone No.:
FAX
E-mail

Company seal

TENDER FORM

(Priced Bid)

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

To, The		
Ref: Tender No	 Dated:	
Sir,		

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of services as per the schedule of requirements and in conformity with the said bidding documents.

- We hereby offer to supply the Services at the prices and rates mentioned in the enclosed schedule of requirement.
- 2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
- 3. The prices quoted are inclusive of all charges net CIP New Delhi / FOR IIT(BHU) Varanasi and should be mentioned clearly. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
- 4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- 6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and 8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of
Signature of Bidder
Details of enclosures
Full Address:
Telephone No
Mobile No.:
Fax No.:
E-mail:

Company Seal

BIDDER INFORMATION FORM

Date: ADVT. No.:

1. Bidder's Name:		
2. In case of JV, legal name of each member: [insert legal name of each member in JV]		
3. Bidder's actual or intended country of registration:		
3. Bidder's actual of intended country of registration.		
4. Bidder's year of registration:		
5. Bidder's Address in country of registration:		
6. Bidder's Authorized Representative Information		
Name:		
Address:		
Telephone/Fax numbers:		
Email Address:		
7. Attached are copies of original documents of [check the box(es) of the attached original documents]		
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.		
☐ In case of JV, letter of intent to form JV or JV agreement.		
☐ In case of Government-owned enterprise or institution, documents establishing:		
Legal and financial autonomy		
Operation under commercial law Establishing that the Ridder is not dependent agency of the Purchaser		
• Establishing that the Bidder is not dependent agency of the Purchaser 2. Included are the organizational short a list of Board of Directors, and the honeficial expression		
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.		

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

	Date:
	b: Acceptance of Terms & Conditions of Tender. Tender Reference No me of Tender/ Work: -
	ear Sir, I/We have downloaded/ obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely:
6.	as per your advertisement, given in the above mentioned website(s). I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No
7.	The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
8.	I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
9.	In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.
	Yours faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,

The Registrar,

Indian Institute of Technology (BHU),

Varanasi-221005

LETTER OF GUARANTEE

LETTER OF GUARANTEE
WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide
Tender No dated for purchase of
AND WHEREAS the said tender document requires that eligible successful bidder
(seller) wishing to carry out the plantation and maintenance
work. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The
Registrar, Indian Institute of Technology (BHU), Varanasi" in the form of Bank Guarantee for
Rs (03% of the contract value) and the Performance Bank Guarantee shall remain
valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the
seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the
eligible successful bidder (the seller) shall submit the same within 30 (Thirty) days from the date of Award
of Contract.
NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (bidder) fails to
abide by any of the conditions referred to in tender document / Award of Contract / Quality of work done
this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or
demur Rs
This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi
(Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in
tender document / Award of Contract shall be final and binding.
We, (name of the Bank & branch) hereby further agree that the
Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller)
and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). Notwithstanding anything contained
herein:
1. Our liability under this Bank Guarantee shall not exceed Rs.
.(Indian Rupeesonly).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only
and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before
(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall
be enforceable at our branch office at
local branch).
Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

SCHEDULE OF REQUIREMENTS

I. TECHNICAL SPECIFICATIONS

- Site preparation: Sub-benching of the OB dump soil. The plantation is to be done after mulching and sub-benching. Mulching is to be done using locally available paddy stock. The height and width of each sub-bench at the dump slope would be 1m and 1.5 m respectively while the bench slope angle will be 35 degrees.
- The sub-benching will be followed by application of coco-peat, cow-dung, vermi-compost, jeewamrit and rice husk, to facilitate increased root perforation and supporting the growth of plantation in the dump soil.
- Plantation will be done over OB Dump material by adding suitable bio-fertilizer, DAP, Phorate or Themate insecticides to enrich and protect the vital nutrients for plant growth.
- 2500 plant saplings shall be planted in the five demarcated patches (P to T) as shown in Fig.2 by digging pits at a spacing of 2 meter ×2 meter using the group of plant species mentioned in Table 1. The plantation in the outer patches X and Y will be done using munj grass and Rambans. In addition, requisite number of Vetiver and Munj grasses will also be planted @ 4 trillers per sq. feet in between these plant saplings.
- Miyawaki cultivated saplings should be used for OB spoil dump plantation. Miyawaki plantation strategy will be adopted for the plantation on OB dump slope. Six months to twelve months' plant saplings shall be used for plantation works. The saplings brought from nursery will be planted carefully by removing the polythene and cutting the coiled roots, if any, in order to allow fresh roots to come up.
- Any casualty of saplings during transportation, loading & unloading, during & after plantation shall be replaced by the bidder at his/her own cost. After plantation, the soil around the plant should be thrashed firmly, and adequate support be provided to the saplings using appropriate plant stakes.
- Proper maintenance of the plantation is to be ensured for a period of one year. The bidder will ensure timely installation, commissioning & operation of gravity based drip irrigation system for providing irrigation and nutritional support to all the plants to make sure their survival is not less than 90% of the total plantation at the time of handover to IIT (BHU), Varanasi after completion of one-year period of maintenance.
- The bidder should ensure need based nutritional support of the plant during this period. Soil testing will be carried out on monthly basis by the bidder to assess the nutritional requirement of the plants.
- After one month of OB dump plantation, the bidder shall ensure 90% survival rate of the total
 plantation and Replacement of plants in case of casualty of plants at the bidders cost as & when
 required. Surprise random visits will be made throughout the maintenance period to ensure 90% of
 the survival rate of the total plants.
- The bidder will install a solar powered portable station on the plantation site to measures soil
 moisture, soil temperature, ambient humidity, ambient temperature etc. on real time basis with the
 capability of data storage on cloud with support of an IoT platform. The application of gravity drip
 irrigation system will be synchronized with the real time moisture data for optimum irrigation of
 the plants.

TECHNICAL COMPLIANCE STATEMENT

Tender for

S.No.	Specification	Whether the work to be carried out complies with the required work specification (Yes / No / Better)	If no or better specification, then provide your comment accordingly
1.	Experimental Plantation over 1 Ha area of selected OB Dump slopes at Khadia Project NCL as per scheme given in Table 1 and Fig 1.		
2.	Mulching & Sub-Benching of the OB dump soil. Mulching is to be done using locally available paddy stock. The height and width of each subbench would be 1m and 1.5 m respectively & the slope angle will be 35 degrees.		
3.	The sub-benching will be followed by application of coco-peat, cow-dung, vermicompost, jeewamrit and rice husk, to facilitate increased root perforation and supporting the growth of plantation in the dump soil.		
4.	Plantation will be done over OB Dump material by adding suitable bio-fertilizer, DAP, Phorate or Themate insecticides to enrich and protect the vital nutrients for plant growth.		
5.	2500 plant saplings shall be planted in the five demarcated patches (P to T) as shown in Fig.2 by digging pits at a spacing of 2 meter ×2 meter using the group of plant species mentioned in Table 1. The plantation in the outer patches X and Y will be done using munj grass and Rambans. In addition, requisite number of Vetiver and Munj grasses will also be planted @ 4 trillers per sq. feet in between these plant saplings.		
6.	Miyawaki cultivated saplings should be used for OB spoil dump plantation. Miyawaki plantation strategy will be adopted for the plantation on OB dump slope. Six months to twelve months' plant saplings shall be used for plantation works. The saplings brought from nursery will be planted carefully by removing the polythene and cutting the coiled roots, if any, in order to allow fresh roots to come up.		
7.	Any casualty of saplings during transportation, loading & unloading, during & after plantation shall be replaced by the bidder at his/her own cost. After plantation, the soil around the plant should be thrashed firmly, and adequate support be provided to the saplings using appropriate plant stakes		

8.	Proper maintenance of the plantation is to be	
0.	ensured for a period of one year. The bidder will	
	ensure timely installation, commissioning &	
	operation of gravity based drip irrigation system	
	for providing irrigation and nutritional support to	
	all the plants to make sure their survival is not	
	less than 90% of the total plantation at the time	
	of handover to IIT (BHU), Varanasi after	
	completion of one-year period of maintenance.	
9.	The bidder should ensure need based nutritional	
	support of the plant during this period. Soil	
	testing will be carried out on monthly basis by	
	the bidder to assess the nutritional requirement of	
	the plants.	
10.	After one month of OB dump plantation, the	
	bidder shall ensure 90% survival rate of the total	
	plantation and Replacement of plants in case of	
	casualty of plants at the bidders cost as & when	
	required. Surprise random visits will be made	
	throughout the maintenance period to ensure	
	90% of the survival rate of the total plants.	
11.	The bidder will install a solar powered portable	
11.	station on the plantation site to measures soil	
	moisture, soil temperature, ambient humidity,	
	ambient temperature etc. on real time basis with	
	the capability of data storage on cloud with	
	support of an IoT platform. The application of	
	gravity drip irrigation system will be	
	synchronized with the real time moisture data for	
	optimum irrigation of the plants.	
	1 0 F	

The above compliance statement form is only indicative and can be modified according to requirements of the bidder.

Date:	Signature of the Authorized Official with Seal

SECTION 9

PREVIOUS SIMILAR ORDER EXECUTED

ANNEXURE III

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of purchase orders similar service provided to any Govt. Office/PSU/University/Autonomous Body as per below Format in last Eight years (to be enclosed in Price Bid / Commercial Bid) along with the final price paid and details are mandatory.

Order	Order	Description	Value	Date of	Remarks	Has the	Contact
placed by	No. and	of previous	of	completion	indicating	work been	Person
(Full	Date	work	Order	of work as	reasons for late	carried out	along
address of		carried out		per	execution of	satisfactorily	with
Purchaser)				contract	work, if any	(Attach a	Telephone
					and	Certificate	No.,
					justification for	from	Fax No.
					price	the	and e-
					difference of	Purchaser/	mail
					their	Consigner)	address.
					supply order &		
					those		
					quoted to us		
	_						

(Kindly enclose the scan copy of aforementioned purchase orders)

Name of the Firm

Signature and Seal of the Bidder
Place:
Date:

BID SUBMISSION

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below: -

	\ 1	Envelope – 1		
(Following documents to be provided as single PDF file)				
Sl. No.	Document	Content	File Types	
1.	Technical	Technical Compliance Sheet	.PDF	
2.	Bid	Organization Declaration Sheet	.PDF	
3.		Checklist, Tender Acceptance, Tender Form, Annexure 1 etc.		
4.		List of organizations/ clients where the same service has been	.PDF	
		provided (in last two years) along with their contact number(s).		
		(Annexure-III)		
5.		Technical supporting documents in support of all claims made at Annexure-I	.PDF	
6.		Bid Securing Declaration Form as EMD and Tender fee submission proof	.PDF	
7.		Other Documents, if any which are not covered above	.PDF	
		Envelope – 2		
Sl. No.	Document	Content		
1.	Financial	Price bid Form should be submitted in PDF format.	.PDF	
	Bid			
2.		BoQ in .xls Format	.XLS	

(Letterhead of the bidder) Bid Securing Declaration Form

S
То
Dr. GSP Singh
Principal Investigator
Department of Mining Engineering
Indian Institute of Technology (Banaras Hindu University)
Varanasi – 221005
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 reuse to execute the contract, if required, or
(ii) Fail or refusal 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
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 onday of(insert date of signing)

---END---

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

Corporate Seal (where appropriate)

consortium that submits the bid)