

NIT No. IITH/CMD/CIVIL/NIT/2022-23/ 05



भारतीय प्रौद्योगिकी संस्थान हैदराबाद
Indian Institute of Technology Hyderabad

NOTICE INVITING TENDER (NIT)

Name of the work: Annual Maintenance to 10 Nos Hostel Blocks including Painting of Common Areas, Internal Lobby & Staircases etc. and External surface/area at IIT Hyderabad, Kandi Campus.

***Executive Engineer
IIT Hyderabad***

INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

NOTICE INVITING TENDER

NIT No. IITH/CMD/CIVIL/NIT/2022-23/05

Indian Institute of Technology Hyderabad invites on behalf of President of India online bids (e-tender) Item rate/percentage rate Limited tenders from approved and eligible authorized Original Painting Manufacturers Viz., Asian Paints Ltd/Berger Paints India Ltd/ICI Dulux/Nippon Paints India Ltd/Kansai Nerolac Paints Ltd/Indigo Paints/Jenson and Nicholson Paints/Shalimar Paints for the below mentioned work.

Copy of valid Registration of Firm (ROF) certificate, PAN card, GST Registration certificate & GSTIN should accompany the Technical Bid and those certificates should be valid on the last date of submission of bid.

1.1	NIT No.:	IITH/CMD/CIVIL/NIT/2022-23/05
1.2	Name of Work:	Annual Maintenance to 10 Nos Hostel Blocks including Painting of Common Areas, Internal Lobby & Staircases etc. and External surface/ area at IIT Hyderabad, Kandi Campus.
1.3	Estimated Cost: (given merely as a rough guide)	Rs. 1,51,72,220/-
1.4	Earnest Money Deposit (EMD):	Rs. 3,03,500/-
1.5	Period of Completion:	150 days
1.6	Date of Online Publication/Download of Tender	23/06/2022 1500hrs
1.7	Last Date for Submission of Bids	05/07/2022 1500hrs
1.8	Date and time of Opening of Technical Bids	05/07/2022 1530hrs
1.9	Date and time of Opening of Financial Bids	08/07/2022 1530hrs
1.10	Cost of Bid Document:	NIL

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com> OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://www.iith.ac.in/tenders/#Civil%20Works>.

The bid is to be submitted online mode only through the E-procurement portal of <https://mhrd.euniwizarde.com> up to the last date and time of submission of tender. Manual bids shall not be accepted. All quotation (both Technical and Financial) should be submitted online through E-procurement portal of <https://mhrd.euniwizarde.com>.

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - helpdeskeuniwizarde@gmail.com.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com> OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

The bidders are required to submit soft copies of their bids electronically on the <https://mhrd.euniwizarde.com> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids may be obtained at: <https://mhrd.euniwizarde.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link "Bidder Enrolment" on the e-tender Portal by paying the Registration fee as applicable + Applicable GST.
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 e-Wizard Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile or bidders can contact help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's 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 the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in **pdf format** on portal <https://mhrd.euniwizarde.com>

8. After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id helpdeskeuniwizarde@gmail.com for activation of their account.

SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

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.
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/XLSX/PNG etc., formats**. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" 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.
6. 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.

SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it

gets uploaded well 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 as a token of acceptance of the terms and conditions laid down by IIT Hyderabad.
3. Bidder has to select the payment option as “**e-payment**” to pay the **tender fee / EMD** as applicable and enter details of the instrument.
4. ***In case of Bank Guarantee (BG) bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official of IIT Hyderabad before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.***
5. ***Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (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.***
6. 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.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. ***Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal <https://mhrd.euniwizarde.com>), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.***
10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
11. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
12. As per portal norms Tender Processing Fee will be applicable.

AMENDMENTS OF BID DOCUMENT:

At any time prior to the deadline for submission of Bids, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

ASSISTANCE TO BIDDERS:

For any clarification in using <https://mhrd.euniwizarde.com>

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 e-Wizard Portal in general may be directed to the 24X7 e-Wizard Helpdesk Support.

Please feel free to contact euniwizard helpdesk (as given below) for any query related to e- tendering - Phone No. 011-49606060.

Mail id: - helpdeskeuniwizarde@gmail.com

The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82

011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604

eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com

3. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
4. The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com/>) only.

NOTICE INVITING TENDER

NIT Reference No. IITH/CMD/CIVIL/NIT/2022-23/05

1. Bidders shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority on fulfilling the following documents are Criteria of eligibility for submission of tender documents apart from basic eligibility:
 - 1.1 ***Should have had Average Annual Financial Turnover of Rs.1,22,00,000/-, during the last three years ending 31st March 2021 (Scanned copy of Certificate from CA to be uploaded)***
 - 1.2 ***Bidder has to submit tax returns filed for the firm during last three years ending 31st March 2021 (Scanned copy of returns filed to be uploaded).***
 - 1.3 ***Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2021.***
 - 1.4 ***Should have a Solvency of Rs. 60,00,000.00 (Scanned copy of original solvency to be uploaded)***
2. To become eligible, the tenderer shall have to furnish an affidavit as per Form 'J' of the NIT.
3. Agreement shall be drawn with the successful tenderer on prescribed Form which is available in the website: https://drive.google.com/file/d/1C7JCvsCtaK6sIZYnRIAPxe_2Eu8WZixB/view **(with up to date correction slips if any and additional conditions are enclosed as annexure – I)** Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be as stated at para 1 from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available.
6. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Agency whose tender may be accepted and other necessary documents can be seen for information at the above mentioned website:
7. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.

8. The Agency whose tender is accepted, will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Agency fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the Agency shall be forfeited automatically without any notice to the Agency.
9. The description of the work is as follows:

Annual Maintenance to 10 Nos Hostel Blocks including Painting of Common Areas, Internal Lobby & Staircases etc. and External surface/area at IIT Hyderabad, Kandi Campus.

Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. Tenders with any condition including that of conditional rebates shall be rejected forthwith.
11. Cost of Bid document and EMD may also be remitted to Institute's account number as per bank particulars given below:

Name of the Account Holder : Indian Institute of Technology Hyderabad
Account Number : 30412797764 (Current Account)
Name of the Bank : State Bank of India
Address of the Bank : IIT Kandi, IIT Hyderabad Campus,
Kandi, Sangareddy, Telangana - 502285
Branch code : 14182
IFSC code : SBIN0014182
MICR code : 502002528
SHIFT code : SBININBB762

- 12.** The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 13.** Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the Agencies who resort to canvassing will be liable to rejection.
- 14.** The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 15.** The Agency shall not be permitted to tender for works if his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). Any breach of this condition by the Agency would render him liable to be removed from the approved list of Agencies of this Institute.
- 16.** No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Agency for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Agency or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Agency's service.
- 17.** The tender for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of tenders/Sixty days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or

remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

18. (A) All taxes, Labour Cess etc., as applicable shall be borne by the Agency himself. The Agency shall quote his rates considering all such taxes including GST on works. Any recovery towards GST is notified by the competent authority, the same shall be effected and no claim what so ever shall be entertained by IITH. The Agency shall quote his rates accordingly.

(B) 2% as TDS amount of GST amount payable on the bills will be deducted as per the Govt. of India, Ministry of Finance, Department of Revenue notification vide No.65/39/2018-DOR, dtd: 14-09-2018.

19. *GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder.*

If the bidder has not obtained GST registration in the state in which the work is to be taken up or as required by GST authorities, then in such a case the bidder shall scan and upload following under taking along with other bid documents.

“If the work awarded to me, I/We shall obtain GST registration certificate of the state, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by IIT Hyderabad, whichever earlier, failing which I/We shall responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IIT Hyderabad or GST department in this regard.”

20. *Bidder has to submit Undertaking on their letter head pursuant to the Section 206AB (as applicable) of the Income Tax Act,1961 in prescribed format as enclosed at Annexure-A along with each and every bill submitted for payment.*

21. This notice inviting Tender shall form a part of the contract document. The successful tenderer/Agency, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

- b) Standard Contract form (General Conditions of Contract) as posted in the website of the Institute. The bidder is deemed to have gone through and understood the Standard Contract Form and the General Conditions of Contract.

**Executive Engineer
IIT Hyderabad**

(Signature of bidder)

FORM 'J'

AFFIDAVIT

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in IIT Hyderabad in future forever. Also, if such information comes to the notice of IIT Hyderabad on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized Officer of the firm with stamp

Signature of Notary with seal

Checklist of documents to be submitted along with Technical Bid

Sl. No.	Doc Ref	Description of the Document	Enclosed Yes/No	Remarks
1	As per GCC, Applicant shall submit the documents for Technical scrutiny	Copy of valid Registration of Firm (ROF), PAN card, GST Registration certificate & GSTIN should accompany the Technical Bid		
2	As per NIT: Registration of Agencies	Approved and eligible authorized Original Painting Manufacturers viz., Asian Paints Ltd/Berger Paints India Ltd/ICI Dulux/Nippon Paints India Ltd/Kansai Nerolac Paints Ltd/Indigo Paints/Jenson and Nicholson Paints/Shalimar Paints.		
3	As per NIT: Eligible Agencies	Date of Validity of Enlistment		
4	As per the NIT (Affidavit)	The tenderer shall have to furnish an affidavit in prescribed format. (Form J)		
5	As per Para No. 1.4 of NIT	Cost of EMD		
6	As per Sl. No.1.1 of NIT	Copy of Certificate from CA for Average Annual Financial Turnover of Rs. 1,22,00,000/-		
7	As per Sl.No.1.2 of NIT	Copy of returns filed during last three financial years		
8	As per Sl.No.1.3 of NIT	Profit and Loss statement of last 3 Financial Years		
9	As per Sl.No.1.4 of NIT	Solvency certificate of Rs. 60,00,000.00		
10	As per Sl. No.19 of NIT	Undertaking for GST registration in the state in which the work is to be taken up		
11	As per Sl. No. 20 of NIT	Undertaking pursuant to Section 206AB (as applicable) of the Income Tax Act, 1961 (Proforma enclosed as Annexure-A)		

On Contractor/ Agency's Letter Head

Undertaking pursuant to Section 206AB (as applicable) of the Income Tax Act, 1961

To,
Registrar
IIT Hyderabad
Kandi, Sangareddy- 502284

Dear Sir/Madam,

Subject: Declaration confirming filing of Income Tax Return for immediate two preceding years.

I, Ms./Mrs./Mr. _____ in capacity of Authorized Signatory of _____ having PAN _____ and registered office at _____ do hereby declare that _____ has filed Income Tax Returns for immediately last 2 preceding Financial Years as mentioned below per due dates under Section 139 (1) of the Income Tax Act, 1961 ('the Act') and details of which are as given under:

Financial Year for which Income Tax Return was due as per Section 139(1)	Acknowledgement no. of ITR filed under Section 139(1)	Date of Filing
2020-21 <i>(if applicable on date of this declaration)</i>		
2019-20		
2018-19		

Further, I confirm that _____ has lined the above PAN with Aadhaar number as on this date.

I also undertake that _____ hereby indemnify **Indian Institute of Technology Hyderabad** for any loss/liability (including any Tax, interest, penalty, etc.) that may arise due to incorrect reporting of above information.

For _____

Signature: _____

Name of person:

Designation:

Place:

Date:

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed): As enclosed at Page No to.....

SCHEDULE 'B'

Schedule of materials to be issued to the agency

Sl. No.	Description of item	Quantity	Rates in figure & words at which the material will be charged to the agency	Place of issue
..... NIL				

SCHEDULE 'C'

Tools and plants to be hired to the agency

Sl. No.	Description	Hire Charges per day	Place of issue
..... NIL			

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

--- NIL ---

SCHEDULE 'E'

Reference to General Condition of Contract.: *Posted in the website of the Institute.*

Name of the work : **Annual Maintenance to 10 Nos Hostel Blocks including Painting of Common Areas, Internal Lobby & Staircases etc. and External surface/area at IIT Hyderabad, Kandi Campus.**

Estimated cost of work : **Rs. 1,51,72,220/-**

Earnest money : **Rs. 3,03,500/-**

Performance Guarantee : *3.0% of the accepted tendered value*

Security Deposit : *2.50% of the tendered value*

SCHEDULE 'F'

GENERAL RULES AND DIRECTIONS:

Officer inviting tender: : *Executive Engineer (Civil), IITH*

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : *See below*

Definitions:

2(v) Engineer -in- Charge : *Executive Engineer (Civil), Indian Institute of Technology, Hyderabad.*

2(viii) Accepting Authority : *Superintending Engineer, Indian Institute of Technology, Hyderabad.*

2(x) Percentage on cost materials and Labour to cover all overheads and profit : *15% (Fifteen) per cent.*

2(xi) Standard Schedule of Rate : *CPWD, Delhi Schedule of Rates (DSR) 2021 Civil / Electrical, with up to date correction slips.*

Standard Contract Form : *IITH General Conditions of Contract for Maintenance Works*

Clause 1

i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance, in days : *15 (Fifteen) Days*

ii) Maximum allowable extension beyond the period provided in(i) above : *7 (Seven) Days*

Clause 1A

Whether Clause 1A is applicable : *Yes*

Clause 2 : *Superintending Engineer, Indian
Authority for fixing Compensation under Clause 2 Institute of Technology, Hyderabad*

Clause 3(VII): If the agency had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement-will be made ineligible.

Clause 5:

Number of days from the date of issue of letter of acceptance for reckoning date of start : *7 Days or date of issue of LOC whichever is later*

Milestones : As shown below

Table of Milestones if Applicable			
Sl. No.	Description of Milestone	Time Allowed (From Date of Start)	Amount to be withheld in case of non-achievement of Milestone
1	25% agreement value	One fourth of time allowed for completion.	In the event of non-achieving the necessary progress as assessed from the running payments, 2.5% of tendered value of work will be withheld for failure of each milestone.
2	50 % agreement value	One half of time allowed for completion.	
3	75% agreement value	Three fourth of time allowed for completion.	
4	100% agreement value	Full period of time allowed for completion.	

Time allowed for execution of work : **150 Days**

Authority to give fair and reasonable Extension of time for completion of work (Web based hindrance register) : *Superintending Engineer, IITH*

Rescheduling of mile stones : *Superintending Engineer, IITH*

Clause 6:- Measurement Book : *(i) For works having estimated cost more than Rs 15 Lakh – Clause 6*
Clause applicable, 6

(ii) For works having estimated cost Rs. 15 Lakh or less –Agency's option of Clause 6 or to be exercised at the time of Tender Submission

Clause 7:

Gross work to be done together with : Rs. 5 Lakhs/-
net payment /adjustment of advances
for material collected, if any, since the
last such payment for being eligible to
interim payment

Clause 7A:

Whether Clause 7A is applicable

: Yes.

No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Agency to the Engineer-in-charge.

Clause 10A:

List of testing equipment to be : As given in additional specifications
provided by the Agency at site lab

Clause 10B (ii)- Mobilization advance:

Whether Clause 10 B (ii) shall be : **Not Applicable**
applicable

Clause 10C:

Component of labour expressed as : 25%
percent of value of work

Clause 10CA

: Not Applicable

Sl. No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA* (INR)
	Reinforcement steel(TMT)		(90,000/-)/MT
	Cement		(8,600/-) /MT
	Structural steel		(1,01,000/-)/MT

Clause 10CC

: ***Not Applicable***

Clause 11:

Specification to be followed for execution of work :

CIVIL WORKS

CPWD DSR Items:

CPWD Specifications 2019 Vol. I & II, with up to date correction slips,

For MORTH Items

MORTH Specifications 2001, with up to date correction slips.

For ELECTRICAL WORKS

i) CPWD DSR Items:

CPWD General Specifications
Part I Internal 2013
Part II External 1994
Part III Lifts & Escalators 2003
Part IV Substations 2013
Part V Wet Riser
Sprinkler System 2006
Part VI Heating, Ventilation & Air Conditioning Works 2017
Part VII DG Sets 2013
Part VIII: Gas based fire extinguisher systems 2013
all with up to date Corrections Slips.

For all Market Rate Items:

Particular Specifications

Clause 12:

12.2 & 12.3: Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work :

100% (as per CPWD circular No. DG/SOP/16 Dt: 15.02.2021)

12.5 : Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work :

100% (One hundred per cent)

Clause 14:

Whether Clause 14 is applicable :

Yes.

Clause 16

Competent Authority for deciding reduced rates. : *Superintending Engineer, IIT Hyderabad up to 5% of tendered amount, beyond which, Director, IITH.*

Clause 18:

List of mandatory machinery, tools & plants to be deployed by the Agency at site : *As required for the work.*

Clause 25:

(i) Constitution of Dispute Redressal Committee (DRC) (DRC shall constitute one Chairman and two members)

Competent Authority to appoint DRC : *Director, IITH*

(ii) Place of arbitration : *Hyderabad*

Clause 32:**Requirement of Technical Representative(s) and Recovery Rate**

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the Agency in the event of not fulfilling provision of Clause 32(i) (INR) / Month / Each	
						Figures	Words
1	Engineering Graduate	Civil	Sr. Technical Representative	10	1	50,000/-	Rupees Fifty Thousand Only
2	Diploma Engineer	Civil/ Electrical	Technical Representative (Construction Manager)	5	NIL	30,000/-	Rupees Thirty Thousand Only
3	Diploma Engineer	Electrical/ Mechanical	Technical Representative (Construction Manager)	5	NIL	30,000/-	Rupees Thirty Thousand Only

Note: Assistant Engineers retired from government services that are holding diploma will be treated at par with graduate engineers.

Clause 38

(i): Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates

: *DSR – 2021 for Civil and Electrical published by CPWD*

(ii): Variations permissible on theoretical quantities:

- (a) Cement : *2% plus/minus*
- (b) Bitumen All Works : *2.5% plus only & nil on minus side.*
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category : *2% plus/minus*
- (d) All other materials Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Agency	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement	Nil	8,600+10% per MT
2.	Steel Reinforcement	Nil	90,000+10% per MT
3.	Structural Steel Sections	Nil	1,01,000+10% per MT

Special Conditions of Contract

SPECIAL CONDITIONS:

1. Before tendering, the Agency shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of godowns, stores and camp, transport facilities, the extent of lead and lifts involved in the work (over the entire duration of contract) including local conditions, as required for satisfactory execution of the work and nothing extra whatsoever shall be paid on this account.
2. The Agency shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, and construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. In any case. IIT Hyderabad(Institute) shall not permit setting up of labour camps within its premises. If during construction it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc. to facilitate execution of any other work by any other agency, the Agency shall do as directed by the Engineer-in-charge and no claim whatsoever, shall be entertained on this account.
3. It shall be deemed that the Agency shall have satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.
4. The Agency shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
5. The Agency shall be responsible for the true and proper setting out of the work in coordination with the Engineer-in-charge or his authorized representatives and for the correctness of the positions, levels, dimensions and alignments of all parts of the structure and for the provisions of all necessary instruments appliances and labour in connection therewith. If at any time, during the progress of work, any error appears or arises in the position, levels, dimensions or alignment of any part of the work, the Agency on being asked to do so by the Engineer-in-charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-charge or his authorized representative shall not relieve the Agency of his responsibility for the correctness of any setting out of any line or level. The Agency shall carefully protect and preserve all bench marks pegs and pillars provided for the setting out of works.
6. All setting out activities concerning establishment of benchmarks, theodolite stations centre line pillars etc. including all materials, tools, plants, equipment, theodolite and all other instruments, labour etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the Agency and nothing extra shall be paid on this account.

7. The Agency shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of the Engineer-in-charge. Subsequently, the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved by the Engineer- in-charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
8. The Agency shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-charge may require for collecting, preparing, packing forwarding and transportation of the required number of samples for tests for analysis at such time and to such places as directed by the Engineer-in-charge, and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The cost of tests shall be borne by the Agency /Institute in the manner indicated below (except for water):
 - a) By the Agency , if the results show that the material does not conform to relevant specifications and BIS codes or any other relevant code for which conformity test is carried out.
 - b) By the Institute, if the results show that the material conforms to relevant specifications and BIS codes or any other relevant code for which conformity test is carried out.
9. The necessary tests shall be conducted in the laboratory approved by the Engineer- in-charge. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of the Institute. The Agency or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case he or his authorized representative is not present or does not associate him, the results of such tests and consequences thereon shall be binding on the Agency .
10. Materials used on work without prior inspection and testing (where testing is necessary) and without approval of Engineer-in-charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by Agency which are not in accordance with the contract, Specifications or do not conform in character or quality to the samples approved by the Engineer-in-charge. In case of default on the part of the Agency in removing rejected materials, the Engineer-in- charge shall be at liberty to have them removed at the risk and cost of the Agency .
11. The Agency shall make his own arrangement for the water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer-in-charge before he proceeds with the use of same for execution of work. Nothing extra shall be paid to the Agency on this account.
12. The work shall be carried out in such a manner so as not to interfere/or effect or disturb other works being executed by other agencies, if any.

13. Any damages done by the Agency to any existing work or work being executed by other agencies shall be made good by him at his own cost.
14. The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
15. For completing the work in time, the Agency might be required to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the Fact that the Agency will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons,
16. The Agency will have to make his own 'arrangement for obtaining electric connection from the state electricity board and make necessary payments directly to the department concerned and/or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.
17. The drawings for the work attached in the document relating to this contract and all other drawings that will be issued by the Engineer-in-charge during the execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained on this account.
18. The Agency shall maintain in good condition all work executed till the completion of the entire work entrusted to the Agency under this contract and nothing extra shall be paid on this account.
19. No payment will be made to the Agency for damage caused by rain, floods and other natural calamities whatsoever during the execution of the works and any damage to the work on this account shall have to be made good by the Agency at his own cost and nothing whatsoever' shall be paid on this account.
20. The item rates or percentage rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour materials, de-watering and other inputs involved in the execution of the items.
21. Unless otherwise provided in the schedule of quantities or CPWD Specifications the percentage rates tendered by the Agency shall be all-inclusive and shall apply to all heights, depths, leads and lifts.
22. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc. would be entertained under any circumstances.
23. For the safety of all labour directly or indirectly employed in the work for the performance of the Agency's part of this agreement, the Agency's shall, in addition to the provisions of Safety code and directions of the Engineer-in-charge make all arrangements to provide facility as per the provisions of Indian Standard Specifications (Codes) listed below and nothing extra shall be paid on this account.

- (a) IS 3696 Part I Safety Code for scaffolds and ladders
 - (b) IS 3696 Part II Safety Code for scaffolds and ladders Part II ladders
 - (c) IS 764 Safety Code for excavation work
 - (d) IS 4081 Safety Code for Blasting and Drilling operations,
 - (e) IS4138 Safety Code for working in compressed air.
 - (f) IS 7293 Safety Code for working with construction machinery
 - (g) IS 7969 Safety Code for storage and handling of building materials
 - (h) IS 5216:1982 code of safety procedures and practices in electrical works
24. The Agency shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
25. In case of Specifications the following hierarchy will be followed:
- (1) Nomenclature of the item.
 - (2) Additional Specifications, particular Specifications, special / additional conditions if any as defined in the contract documents.
 - (3) Drawings
 - (4) CPWD Specifications,
 - (5) BIS Specifications (Latest version) if CPWD Specifications not available.
 - (6) Manufacturers Specifications if BIS Specifications not available.
 - (7) Sound Engineering Practices Standard Textbooks.
 - (8) If none of the above is available decision of Engineer-in-Charge will be final.
26. All Stone aggregates, sand, stone dust, etc shall be obtained only from the quarry or other source approved by the Engineer in charge before they are actually procured and used in the work. The percentage rate for the items mentioned in the schedule of quantities includes all charges and nothing-extra payable on any account.
27. Labour Welfare Cess @ 1% shall be deducted at source from the bills of Gross value (which includes the cost of stipulated materials) of the work done and Government shall not entertain any claim whatsoever in this respect in this contract.

28. The ESI and EPF Contribution on the part of the employer in respect of the contract shall be paid by the Agency. This contribution on the part of the employer paid by the Agency shall be reimbursed by the Engineer-in- Charge to the Agency on actual basis. The applicable and eligible amount of EPF and ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
29. No Running Account Bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Agency to the Engineer-in-charge.
30. The Agency shall obtain a valid licence under the contract labour (R A) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. The Agency shall also comply with provision of the Inter-state Migrant Women (Regulation of Employment and conditions of service) Act 1979.

Additional Conditions of Contract

Additional Conditions:

1. The Agency shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
2. Other agencies doing works related with this project will also simultaneously execute the works and the Agency shall afford necessary facilities for the same. The Agency shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
3. Some restrictions may be imposed by the Institutes security staff etc., on the working and for movement of labour, materials etc. The Agency shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
4. The building work will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
5. The work of water supply, Internal Sanitary Installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body bye- laws and the Agency shall produce necessary completion certificate from such authorities after completion of the work.
6. Water tanks, taps sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and specifications of the Municipal Body/Corporation where CPWD specifications are not available. The Agency should engage licenced plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation authorities wherever required at his own cost.
7. The Agency shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charge, which he may be liable.
8. The Agency shall give a performance test of the entire installation(s) as per standard Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Agency for the test.
9. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

10. **Applicable for Works Costing more than Rs 25 Lakh**

The Agency shall furnish his proposed methodology and programme of construction in comprehensive manner of executing and completing the work within the stipulated period and also for achieving the milestones simultaneously with in the specified periods in schedule F within 7 days of award of tender. The programme shall consist of the various components for each part of the work stipulated to be completed and a bar chart may be appended in this connection.

11. The Agency shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services compound walls are to be constructed.
12. As a policy of the Institute, huts for labour are not permitted at the site of work by the Agencies. The Agencies are required to provide such accommodation outside the premises of the Institute and nothing extra shall be paid on this account.
13. Royalty at the prevalent rates shall have to be paid by the Agency on all the boulders, metals, shingle sand and bajri etc., collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned or Central Government.
14. The Percentage Rate for Centering shuttering includes cost of centering the rate of RCC works include cost of concreting in sloped roof/ chajjas / beams and no extra rate shall be payable on any account. Single stone slab only should be used in treads and risers of staircase steps etc. Payment shall be made in respect of items. No extra rate shall be payable on this account.
15. The agency should construct proper mortar bands of lean mix with adequate depth smaller size over the curved roof for flooding with water proper curing. In case of Arches, wet gunny bags shall be used for a period of two weeks.
16. Samples of all materials like UPVC Pipes, fittings, tiles etc., shall be got approved in advance before placing order for them. Similarly, samples of all works shall be prepared in advance and got approved from the Engineer-in-Charge before taking up the work
17. The Agency shall procure all the materials in advance so that there is sufficient time for testing and approving the material and clearance of the same before use in work.
18. The Percentage rate for skirting, dados includes cost of chasing of Brick walls to the required thickness wherever required in order to accommodate required thickness of base cement mortar and nothing extra is payable.
19. The Percentage rate for the different flooring items under flooring sub head, includes the cost of extra cement mortar required to be laid for making the finished floor level at par with the kota stone flooring at all floors and at all levels, and nothing extra shall be payable on any account.

20. No payment shall be made for preparing the existing surface like flooring, masonry etc. for hacking, cleaning to receive new work.

21. No payment shall be made for extra for scaffolding required for external works at all levels.

22. Applicable for Works costing more than Rs 50 Lakh

23. Reports to be submitted by Agency:

- (i) The Agency shall submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified: i) Project information, giving the broad features of the contract.
- (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
- (iii) Construction schedule of the various components of the work through a bar chart for the next 2 quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- (iv) Progress chart of the various components of that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- (v) Plant and machinery statement, indicating those deployed in the work, and their working along with their designations.
- (vi) Manpower statement, indicating individually the names of all the staff deployed in the work, along with their designations.
- (vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- (viii) A statement showing the extra and substituted items submitted by the Agency, and the payment received against them, items pending for sanction/decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- (ix) Progress photographs, in colour, of the various items/components of the work done up to date, to indicate visually the actual progress of the work.
- (x) Quality assurance and quality control tests conducted during the month, with the results thereof.

24. **PROGRESS REPORT**

The progress report submitted by the Agency has to be checked and certified by the Junior Engineer or Assistant Engineer, and has to be reviewed by the Executive Engineer and the Superintending Engineer, over their dated signatures.

A. Physical.

Name of Item	Quantity as per Agreement	Quantity extended during the month	Total up to date quantity executed	Anticipated balance quantity

B. Financial

Total Tendered amount	Work done during the month	Total amount of work done up to Date	Anticipated amount of balance work

25. The Agency has to submit the progress report to the Sub division office in quadruplicate by 10th day of every month as per the above proforma along with photographs of the work done during that month. The Agency shall be charged at Rs. 2500/- (Rupees Two thousand five hundred only) in the event of non-receipt of monthly progress report on due date (i.e on 10th day of every month) to the sub division office in the manner prescribed above. In case 10th day happens to be a closed holiday then the progress report will be submitted on the next working day.

26. *Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface which is being painted.*

27. *The Agency shall take all precautions to avoid all accidents by providing PPE kits like safety belts, helmets etc. The Agency shall be responsible for any accident at the site of work and consequences thereof.*

28. *As mandatory criteria, the Agency has to take insurance for the safety of all labour employed in the work in addition to the provisions of Safety code and directions of the Engineer-in-charge.*
29. *The outer surface shall be thoroughly brushed free from mortar droppings, all loose particles and scales shall be scrapped off and holes in plaster as well as patches of less than 50 cm area shall be filled up with mortar of the same mix. Wherever required, surface of old white wash shall be thoroughly removed by scrapping.*
30. *Where efflorescence is observed the deposits may be brushed clean and washed. The surface shall then be allowed to dry for at-least 48 hours before white washing is done.*
31. *Doors, windows, window glasses, floors, articles of furniture, Electrical/plumbing fixtures etc. and such other parts of the building not to be white washed/painted, shall be protected from being splashed upon. Splashing's and droppings, if any shall be removed by the Agency at his own cost and the surfaces cleaned. Damages if any to furniture or fittings and fixtures shall be recoverable from the Agency.*
32. *The paint shall be brought to the site of work by the Agency in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the Agency and the Engineer-in- Charge.*
33. *The material received to be entered in the paint register. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.*
34. *The prepared surface for painting shall have received the approval of the Engineer in charge after inspection before painting is commenced.*
35. *Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. Dilution ratio of paint with potable water can be altered taking into consideration the nature of surface climate and as per recommended dilution given by manufacturer. In all cases, the manufacturer's instructions & directions of the Engineer-in-charge shall be followed meticulously.*
36. *The lids of paint tins shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust.*
37. *Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as*

possible leaving no brush marks.

38. *After completion of the work, the work site shall be cleared from all scaffolding material and construction debris before submission of final bill.*
39. *The specifications in respect of scaffolding, protective measures and measurements shall be as described under CPWD specifications to be referred.*
40. *The agency has to make arrangement for submission of warranty Certificate for a period of minimum 5 years for the Painting works executed as per the Manufacturer Warranty.*
- 41. *If the Manufacturing Agency, who is executing the said work through their authorized applicators shall be allowed to execute the said work after fulfilling of the following required their criteria/credentials. The applicator shall be approved by the Engineer-in-Charge after review of their credentials.***

Three similar works each of value not less than 40% of estimated cost

(OR)

Two similar works each of value not less than 60% of estimated cost

(OR)

One similar work of value not less than 80% of the estimated cost (rounded to nearest Rs.10lac) in last 7 (seven) years ending last day of the month previous to the one in which tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum, calculated from the date of completion to the last date of submission of tender.

“similar work” shall mean all types of External and internal painting of high raised institutional/office/residential buildings including external & internal crack cutting, filling & other allied works at all heights and levels as per the requirements.

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Annexure – I

Modification's in Clause 12 of GCC for Maintenance Works

The following modifications are made in the GCC for Maintenance Works.

Existing Provision	Modified Provision
<p>Clause 12 Deviations/Variations Extent and Pricing</p> <p>The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.</p>	<p>Clause 12 Deviations/Variations, Extent and Pricing</p> <p>The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount.</p> <p>Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons.</p> <p>Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.</p>

<p>12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:</p>	<p>12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:</p>
<p>(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.</p> <p>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.</p>	<p>) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus</p> <p>25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.</p>
<p>12.2 Deviation, Extra Items and Pricing In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p>	<p>12.2 Deviation, Extra Items and Pricing Extra items are those which are not available in the contract.</p> <p>For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.</p> <p>For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.</p> <p>In the case of extra item(s) which are not Available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer- in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents</p>

	submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
	The rate(s) of extra items so determined by the Engineer-in Charge shall be final and binding on the contractor, and shall not be arbitrable.
<p>12.3 Deviation, deviated Quantities, Pricing</p> <p>In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p>	<p>12.3 Deviation, Deviated Quantities, Pricing</p> <p>All the deviated quantities shall be paid at agreement rates.</p>
<p>In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.</p> <p>In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in Charge shall after giving notice to the contractor</p> <p>.....</p>	<p>Deleted</p>
<p>12.4 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:</p> <p>(i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.</p> <p>(ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p> <p>For Roads, all items of excavation and filling including treatment of sub base.</p>	<p>Deleted</p>
<p>12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be</p>	<p>12.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant</p>

included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.