NIT No.: IITH/CMD/ELE/NIT/2024-25/06



NOTICE INVITING TENDER (NIT)

Name of work: Provision of Power Sockets in the classrooms at Lecture Hall Complex, IIT Hyderabad, Kandi, Sangareddy.

Executive Engineer - Electrical

IIT Hyderabad

INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

NOTICE INVITING TENDER

NIT No. IITH/CMD/ELE/NIT/2024-25/06

Indian Institute of Technology Hyderabad invites on behalf of President of India online bids (etenders) in Item rate / Percentage rate in Single Cover (Technical Eligibility cum Financial) System, from approved and eligible Electrical contractors of CPWD and those of appropriate list of M.E.S. / BSNL/ Railways/ State P.W.D./Central PSUs/State Govt. departments/Central Govt. Departments /working Electrical contractors of IIT Hyderabad OR the Specialized Agencies for the following work as per the stipulated terms and conditions mentioned below:

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/ELE/NIT/2024-25/06
2	Name of Work:	Provision of Power Sockets in the classrooms at Lecture Hall Complex, IIT Hyderabad, Kandi, Sangareddy
1.3	Estimated Cost: (given merely as a rough guide)	Rs. 9,61,441/-
1.4	Earnest Money Deposit (EMD):	Rs. 19,300/-
1.5	Period of Completion:	30 days
1.6	Date of Online Publication/Download of Tender	31/08/2024 @ 15:00hrs
1.7	Last Date for Submission of Bids	06/09/2024 @ 15:00hrs
1.8	Date and time of Opening of Technical Bids	07/09/2024 @ 15:30hrs
1.9	Date and time of Opening of Financial Bids	07/09/2024 @ 15:30hrs
1.10	Cost of Bid Document:	NIL

Instructions to the Bidders for Online Bid Submission

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, preparing 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: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which 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 addresses 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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / 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 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.

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.

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/JPG formats. Bid documents may be scanned with 100 dpi with black-and white option which helps in reducing the 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, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the "My Space" or "Other Important Documents" are 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 5) Bidder should log into the site well in advance for bid submission.
- 6) ion so that they can 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.
- 7) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 8) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 9) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

- 10) 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 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.
- 11) 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.
- 12) 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 13) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 14) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), 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.
- 15) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 16) 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.
- 17) 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. The contact details of the helpdesk are 0120-4711508, 0120-6277787, 0120-4001002, 0120-4001005 and support-eproc@nic.in.

NOTICE INVITING TENDER NIT No. IITH/CMD/ELE/NIT/2024-25/06

Technical Eligibility Criteria:

1. Bidders shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Experience of having successfully completed similar works during the last 7 years ending the last day of the month previous to the one in which tenders are invited.

Three similar completed works each costing not less Rs. 3,84,756/- only or

Two similar completed works each costing not less than Rs. 5,76,865/-or

One similar completed work costing not less than Rs. 7,69,153/-

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of tender.

"Similar Work" shall mean the work of Supply, Installation, Testing and Commissioning (SITC) of Internal/External Electrification works in any Institutional Campus /Labs / Industries/universities/ commercial complexes etc.

(For private works TDS certificate or Form-26 AS in support of value of work done.)

- 2. **Turnover:** Average annual financial turnover on works should be at least Rs. 2,88,432/- of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2023. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum. The certificate from CA shall be attached with the bid.
- 3. **Profit/loss**: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.
- 4. To become eligible, the tenderer shall have to furnish an affidavit as per Form 'J' of the NIT.
- 5. The bidder shall have Employees Provident Fund (EPF) enlistment and proof of the same shall be attached along with the Technical Bid clearly showing the Provident Fund Code number.
- 6. The bidder shall submit the Indemnity bond as per format provided in Annexure-II.
- 7. To become eligible, the tenderer shall have to furnish an affidavit as per Form 'I' of the NIT.
- 8. The contractor shall carry a mandatory site visit for the true accessibility of this work before bidding and the same shall be acknowledged from the EE-Electrical IITH as per the format given in Annexure-IV.

- 9. Agreement shall be drawn with the successful tenderer on prescribed Form which is available in the website: https://drive.google.com/file/d/19_LkFZ1IeQb_3BznXQtinslcLISYVdbo/view (with up to date correction slips if any) Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 10. 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.
- 11. The site for the work is available.
- 12. 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 contractor whose tender may be accepted and other necessary documents can be seen for information at the above-mentioned website.
- 13. 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.
- 14. The contractor whose tender is accepted, will be required to furnish a **performance guarantee of 5% (Five 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 contractor 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 contractor shall be forfeited automatically without any notice to the contractor.
- 15. The description of the work is as follows:

Provision of Power Sockets in the classrooms at Lecture Hall Complex, IIT Hyderabad, Kandi, Sangareddy.

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.

- 16. Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- 17. Cost of **Bid document cost** 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 - 502284

Branch code : 14182

IFSC code : SBIN0014182 MICR code : 502002528 SHIFT code : SBININBB762

- 18. 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.
- 19. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 20. 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.
- 21. The contractor 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 contractor would render him liable to be removed from the approved list of contractors of this Institute.
- 22. 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 contractor 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 contractor 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 contractor's service.
- 23. The tender for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of tenders/Ninety 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.

- 24. (A) All taxes, Labor Cess etc., as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes including <u>GST on works</u>. 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 contractor 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.
- 25. 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."

- 26. 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.
- 27. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, 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-Electrical IIT Hyderabad

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
	Applicant shall submit the following documents for technical scrutiny			
1	Registration of Firm (ROF)	Copy of valid Registration of Firm (ROF)		
2	PAN details	Copy of PAN card		
3	GST registration details	Copy of GST Registration certificate & GSTIN should accompany the Technical Bid		
	Details of similar woks	Not less than Rs. 3,84,576/- only of estimated cost (Three similar works)		
4	executed. (Detailed statements to be	Not less than Rs. 5,76,865/- only of estimated cost (Two similar works)		
	enclosed)	Not less than Rs. 7,69,153/- of estimated cost (One Similar work)		
5	As per Para No. 1.4 of NIT	Cost of EMD of Rs. 19,300/- only		
6	As per Sl. No.2 of NIT	Copy of Certificate from CA for Average Annual Financial Turnover for previous 03financial years		
7	As per Sl. No.3 of NIT	Copy of Profit/Loss account statements with balance sheets for previous 05 financial years		
8	As per Sl. No.4 of NIT	Form J Affidavit		
9	As per Sl. No.6 of NIT	Indemnity Bond as per Annexure II		
10	As per Sl. No.5 of NIT	Copy of EPF enlistment proof		
11	As per Sl.No.9 of NIT	Copy of Mandatory site visit format (Proforma enclosed as Annexure-IV		
12	As per Sl.No.23 of NIT	Undertaking for GST registration in the state in which the work is to be taken up		

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed): Part A (Item Rate)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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.

Provision of Power Sockets in the classrooms at

Name of the work : Lecture Hall Complex, IIT Hyderabad, Kandi,

Sangareddy.

Estimated cost of work : Rs. 9,61,441 /-

Earnest money : **Rs. 19,300/-**

Performance Guarantee : 5.0% of the accepted tendered value

Security Deposit : **2.5%** of the tendered value

SCHEDULE 'F'

GENERAL RULES AND DIRECTIONS:

Officer inviting tender: : Executive Engineer-Electrical, 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 : 1) Electro-Mechanical works...100% : 2) Civil works...0%

Definitions:

& 12.3

2(v) Engineer -in- Charge . Executive Engineer-Electrical, Indian

Institute of Technology, Hyderabad.

2(viii) Accepting Authority : Executive Engineer-Electrical, Indian

Institute of Technology, Hyderabad.

2(x) Percentage on cost materials and : 15% (Fifteen) per cent.

Labour to cover all overheads and profit

2(xi) Standard Schedule of Rate : CPWD, Delhi Schedule of Rates (DSR) 2022 E

&M, with up to date correction slips.

Standard Contract Form : IITH General Conditions of Contract for

Construction Works

Clause 1

i) Time allowed for submission of Performance
Guarantee, Programme Chart (Time and
Progress) and applicable licenses,

7 (Seven) Days

registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance,

in days

ii) Maximum allowable extension beyond the period provided in (i) above 7 (Seven) Days with late fee @0.1% of PG

: Amount

Clause 1A

Whether Clause 1A is applicable : Yes

Clause 2

Superintending Engineer, Indian Institute of

Authority for fixing Compensation under : Technology, Hyderabad

Clause 3(VII): If the contractor 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.

Number of days from the date of issue of : 15 Days from the date of issue of LOA or

letter of acceptance for reckoning date of handing over of site, whichever is later

start

Milestones : Not Applicable

Time allowed for execution of work : 30 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 Clause applicable, 6

(i) For works having estimated cost more than Rs 15 Lakh - Clause 6

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

Clause 7:

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

Rs. 2 Lakhs/-

Clause 7A: : Yes.

Whether Clause 7A is applicable

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 contractor to the Engineer-in-charge.

Clause 10A:

List of testing equipment to be provided : As given in additional specifications

by the contractor at site lab

Clause 10B (i)- Secured advance on

Materials:Whether Clause 10 B (i) shall be : NA

applicable

Clause 10C:

Component of labour expressed as : NA

percent of value of work

<u>Clause 10CA</u> : Not Applicable

<u>Clause 10CC</u> : Not Applicable

Clause 10D : Applicable

Clause 11:

For ELECTRICAL WORKS

CPWD General Specifications for

Electrical works: Part I Internal 2013 Part II External 1994 Part IV Substations 2013

Specification to be followed for

execution of work

up to date Corrections Slips.

For CIVIL WORKS

CPWD Specifications (Civil) Volume I-2019 & Volume II-2019 with up to

date corrections slips

Clause 12:

12.2 & 12.3: Deviation limit beyond

which Clause 12.2 &12.3 shall apply 100% (One hundred per cent)

for building work

12.5: Deviation Limit beyond which

clauses 12.2 & 12.3 shall apply for

100% (One hundred per cent) foundation work

Clause 14: Yes.

Whether Clause 14 is applicable

Clause 16 Superintending Engineer, Competent Authority for deciding Hyderabad up to 5% of tendered

reduced rates. amount, beyond which, Director, IITH.

Clause 18:

List of mandatory machinery, tools &

As required for the work. plants to be deployed by the

contractor at site

Clause 25:

Settlement of disputes by Conciliation

and Arbitration:

Conciliator Dean (Planning)

Authority to appoint arbitrator Director, IIT Hyderabad

Place of arbitration Hyderabad Venue of arbitration IIT Hyderabad Sole Arbitrator Type of Arbitration Tribunal

Note: Provisions of Arbitration and Conciliation Act 1996 with latest amendments in force shall be applicable.

Clause 32: As required for the work.

Clause 38

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

: Not Applicable DSR –2023 Civil 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

Special Conditions of Contract

- 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 work- shops, 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 contractor 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 contractor 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 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.
- 6. The contractor 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 contractor/Institute in the manner indicated below (except for water):
 - a) By the contractor, 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.
- 7. 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 contractor 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 contractor in removing rejected materials, the Engineer-in- charge shall be at liberty to have them removed at the risk and cost of the contractor.

- 8. 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.
- 9. Any damages done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
- 10. 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.
- 11. The contractor shall maintain in good condition all work executed till the completion of the entire work entrusted to the contractor under this contract and nothing extra shall be paid on this account.
- 12. No payment will be made to the contractor 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 contractor at his own cost and nothing whatsoever' shall be paid on this account.
- 13. The Item Rates or Percentage Rates for all items of work, unless clearly specified otherwise shall include the cost of all labour for materials, de-watering and other inputs involved in the execution of the items.
- 14. 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.
- 15. For the safety of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors 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
- 16. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The con-tractor shall be responsible for any accident at the site of work and consequences thereof.
- 17. 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. The Labour cess will be deducted in conformity with the Govt. guidelines for Electrical works and Civil works accordingly.

- 18. The ESI and EPF Contribution on the part of the employer in respect of the contract shall be paid by the contractor.
- 19. The contractor 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 contractor shall also comply with provision of the Inter- State Migrant Women (Regulation of Employment and conditions of service) Act 1979.
- 20. All tools, tackles, safety equipment and labours required for maintenance and testing works / AMC at all levels and heights shall have to be provided by the tenderer at no extra cost.
- 21. Spare parts used by vendor should conform to IS specifications as applicable.
- 22. Any damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost.

Approved Makes List

Sl. No.	Name of the Equipment/Item	Makes			
1	LT Cables (ISI Approved)	Polycab/Finolex/Havells/KEC			
2	Cable Lugs	Comet/ Cosmos/ Dowell's (Biller India) / Jainson			
3	Cable Glands (Double compression)	Comet /Cosmos/ Dowell's /Jainson			
4	MCB /RCCB	Legrand/Havellls/Schneider/Lauritz Knudsen (L&T)			
5	Distribution Board	Legrand/Schneider/ABB/ Lauritz Knudsen (L&T)			
6	Industrial Plug and Socket	Legrand/Schneider/Neptune/Hager			
7	Modular Switches and Sockets	Legrand/Havells/ABB/MK			

Note: Any other item makes not specified in the NIT then the has to be got approved from the Engineer In charge (EIC) on site.

Annexures

Annexure-I

On non-judicial stamp paper of minimum Rs. 100

Guarantee offered by Bank to IITH in connection with the execution of contracts) Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee / Security Deposit / Mobilization Advance / Refund of milestone with held amount

1.	WhereastheExecutiveEngineer(nameofdivision),IITHonbehalfofthe
	President of India (hereinafter called "The Government") has invited bids under (NIT
	number) dated for (name of
	work) The Government has further agreed to accept irrevocable Bank Guarantee for
	Rs (Rupees only) valid up to (date)*as Earnest Money Deposit
	from (Name and address of contractor) (hereinafter called "the contractor") for
	compliance of his obligations in accordance with the terms and conditions of the saidNIT.
	OR**
	Whereas the Executive Engineer (name of division), IITH on behalf of
	the President of India (hereinafter called "The Government") has entered into an agreement bearing
	number with(name and address of the contractor)(hereinafter called
	"the Contractor") for execution of work
	work) The Government has further agreed to accept an irrevocable
	BankGuarantee for Rs (Rupees only) valid upto (date)
	$as\ Performance\ Guarantee/Security\ Deposit/Mobilization\ Advance/Refund\ of\ mile\ stone\ withheld$
	amount from the said Contractor for compliance of his obligations in accordance with the terms
	and conditions of the agreement.
2.	$We, \dots \dots (indicate \ the \ name \ of \ the \ bank) \dots \dots (herein \ after \ referred \ to \ as \ "the \ Bank"),$
	hereby undertake to pay to the Government an amount not exceeding Rs
	(Rupeesonly) on demand by the Government within 10 days of the demand.
3.	We,, do here by undertake to pay the
	amount due and payable under this guarantee without any demur, merely on a demand from the
	Government stating that the amount claimed is required to meet the recoveries due or likely to be due
	from the said Contractor. Any suchdemand made on the Bank shall be conclusive as regards the amount
	due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be
	restricted to an amount not exceeding Rs(Rupees only).
4.	We, (indicate the name of the Bank), further undertake to pay the
	Government any money so demanded notwithstanding any dispute or disputes raised by the
	contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before
	any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The
	payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for
	payment there under and the Contractor shall have noclaim against us for making such payment.
5	We, (indicate the name of the Bank), further agree that the Government
٠.	shall have the fullest liberty without our consent and without affecting in any manner our obligation here

under to varyany of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension beinggranted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

at its insta	We,, further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.								
	7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.								
	(indicate the name of the Bank) antee except with the consent of the Government in writin								
Gove is re with	9. This Bank Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs(Rupeesonly) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.								
Date									
Witne	esses:								
1.	Signature	Authorized signatory							
		Name and address							
2.	Signature	Name Designation Staff code no. Bank seal Name and address							

^{*} Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

^{**}In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance/Refund of mile stone withheld amount, as the case may be.

Annexure-II

INDEMNITY BOND (VIOLATION OF LAWS, NORMS, ACCIDENTS, DAMAGES ETC) (On Non-Judicial Stamp Paper of Rs.100/-only)

Name of work:
KNOW all men by these presents that I/We (Name of Contractor with address) do hereby execute Indemnity Bond in favour of Indian Institute of Technology (IIT) Hyderabad having their office a Kandi, Sangareddy-502284, Telangana, India and for the project
On this day of2024
THIS DEED WITNESSETH AS FOLLOWS:
I/We, (Name of Contractor) hereby do indemnify and save harmless IITH having their office at Kandi

1. Any third party claims, civil or criminal complaints/liabilities/material/life loss during site mishaps and other accidents such as snake bites etc or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.

502284, Sangareddy, Telangana, India from the following: -

- 2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub-Contractor/s if any, servants or agents.
- 3. Any claims by an employee of mine/ours or of sub-Contractors if any, under the workman compensation act and employers' Liability act, 1939 or any other law rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the Contract work and/or arising out of and in the course of employment of any workman/employee.
- 4. Any act or omission of mine/ours or sub-Contractor/s if any, our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE HAS SET HIS/THEIR HANDS ON THIS DAY OF SIGNED AND DELIVERED BY THE AFORESAID IN THE PRESENCE OF WITNESSES:

1.

2.

ANNEXURE-III

MANDATORY SITE VISIT FORMAT

NIT No.: IITH/CMD/ELE/NIT/2024-25/06

This	is	to	certify	that	I/We	(Name	of	Representative,	Designation)
						(Name of co	ontracto	or/firm with address	s) have visited
IITH car working underst	mpus g hour and th	in rela s etc. at, if a	ition to the and shall a ny equipme	above-nadhere to ent/ mac	nentioned the cont hinery, ot	work. We cract stipula her paramet	underst itions, t ters had	technology/machin tand the execution sterms, conditions and been missed out by terms and condition	site, guidelines, ad clauses. We, v us during site
					·		•		
Date of vi	sit:					S	Signatur	e of Firm's Represen	tative who had visited the site
								Name of Re	presentative &
Verified t	hat Fir	m had	visited the	site on					Designation
								Signature of Engi	neer-In-Charge
Note: - Si	te visit	t is allo	wed only o	n workin	ıg days (M	onday to Fri	day: 9 a	am to 5 pm except on	Holidays).