NIT No.: IITH/CMD/ELE/NIT/2022-23/10



# NOTICE INVITING TENDER (NIT)

Name of the work: Provision of LED Architectural Lights and Bollard Lights at Garden area at front side of boundary wall of IITH Main gate, IIT Hyderabad, Kandi, Sangareddy.

Executive Engineer-Electrical IIT Hyderabad

### INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

# **NOTICE INVITING TENDER**

# NIT No. IITH/CMD/ELE/NIT/2022-23/10

Indian Institute of Technology Hyderabad invites on behalf of President of India online bids (e-tenders) in Item rate / Percentage rate in Single Bid (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/2022-23/10
1.2	Name of Work:	Provision of LED Architectural Lights and Bollard Lights at Garden area at front side of boundary wall of IITH Main gate, IIT Hyderabad, Kandi, Sangareddy.
1.3	Estimated Cost: (given merely as a rough guide)	Rs. 5,85,930/-
1.4	Earnest Money Deposit (EMD):	Rs. 11,750/-
1.5	Period of Completion:	30 days
1.6	Date of Online Publication/Download of Tender	27/01/2023 @ 15:00hrs
1.7	Last Date for Submission of Bids	03/02/2023 @ 15:00hrs
1.8	Date and time of Opening of Technical Bids	03/02/2023 @15:30hrs
1.9	Date and time of Opening of Financial Bids	03/02/2023 @15:30hrs
1.10	Cost of Bid Document:	NIL

The Tender Document can be downloaded from <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> 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 <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> 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 <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>.

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 <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> OR Central Public Procurement (CPP) Portal <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> OR Institute website-<a href="https://iith.ac.in/tenders">https://iith.ac.in/tenders</a>.

The bidders are required to submit soft copies of their bids electronically on the <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> 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: <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>

# **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 <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>
- 8. After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id <a href="helpdeskeuniwizarde@gmail.com">helpdeskeuniwizarde@gmail.com</a> 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 <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>), 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 (<a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>) only.

# **NOTICE INVITING TENDER**

# NIT No. IITH/CMD/ELE/NIT/2022-23/10

# **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 last day of the month previous to the one in which tenders are invited.

Three similar works each of value not less than 40% of estimated cost i.e., Rs. 2,34,500.00 or

Two similar works each of value not less than 60% of estimated cost i.e., Rs. 3,52,000.00 or

One similar work of value not less than 80% of estimated cost i.e., Rs. 4,69,000.00

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 Internal and External Electrification works.

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

- 2. **Turnover:** Average annual financial turnover on construction works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years. 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.
- 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. To become eligible, the tenderer shall have to furnish an affidavit as per Form 'J' of the NIT.

- 7. Agreement shall be drawn with the successful tenderer on prescribed Form which is available in the website: <a href="https://drive.google.com/file/d/19\_LkFZ1IeQb\_3BznXQtinslcLISYVdbo/view">https://drive.google.com/file/d/19\_LkFZ1IeQb\_3BznXQtinslcLISYVdbo/view</a> (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.
- 8. 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.
- 9. The site for the work is available.
- 10. 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.
- 11. 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.
- 12. The contractor 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 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.
- 13. The description of the work is as follows:

# Provision of LED Architectural Lights and Bollard Lights at Garden area at front side of boundary wall of IITH Main gate, 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.

- 14. Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- 15. 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

- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

- 21. 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.
- 22. (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.
- 23. 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."

- 24. 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.
- 25. 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.

Executive Engineer-Electrical
IIT Hyderabad

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

b)

# 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		
4	Details of similar woks executed (Detailed statements to be enclosed)	Not less than Rs. 2,34,500/- of estimated cost (Three similar works)		
		Not less than Rs. 3,52,000/- of estimated cost (Two similar works)		
		Not less than Rs. 4,69,000/- of estimated cost (One Similar work)		
5	As per Para No. 1.4 of NIT	Cost of EMD		
6	As per Sl. No.2 of NIT	Copy of Certificate from CA for Average Annual Financial Turnover of Rs. 1,76,000/-		
7	As per Sl.No.2.1 of NIT	Profit and loss statement for Last 5 financial years		
8	As per Sl.No.23 of NIT	Undertaking for GST registration in the state in which the work is to be taken up		
9	As per Sl.No.24 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

# <u>Undertaking pursuant to Section 206AB (as applicable) of the Income Tax Act, 1961</u>

To, Registrar IIT Hyderabad Kandi, Sangareddy- 502284.		
Dear Sir/Madam,		
Subject: Declaration confirming filing of Incom	e Tax Return for immediate tv	vo preceding years.
I, Ms./Mrs./Mrin capacity andregistered office at has filed Income Tax R as mentioned below per due dates under Sectidetails of which are as given under:	do Returns for immediately last 2	hereby declare that preceding Financial Years
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
2021-22 (if applicable on date of this declaration)		
2020-21		
2019-20		
Further, I confirm that hadate.	as lined the above PAN with A	adhaar number as on this
I also undertake that hereby for any loss/liability (including any Tax, interes of above information.		
For		
Signature: Name of person: Designation: Place: Date:		

# **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.

Name of the work : **Provision of LED Architectural Lights and Bollard** 

Lights at Garden area at front side of boundary wall of IITH Main gate, IIT Hyderabad, Kandi,

Sangareddy.

Estimated cost of work : Rs. 5,85,930 /-

Earnest money : **Rs. 11,750/-**

Performance Guarantee : **3.0%** 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 : 2) Civil Works.. 4.15% in accordance with Clauses 12.2 & 12.3

1) Electro-Mechanical works...95.85%

**Definitions:** 

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

Institute of Technology, Hyderabad.

2(viii) Accepting Authority : Superintending Engineer, Indian Institute

of Technology, Hyderabad.

Percentage on cost materials and Labour to : 15% (Fifteen) per cent.

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 : 7 (Seven) Days 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

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

Authority for fixing Compensation under Clause 2

: Superintending Engineer, Indian Institute of 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.

# Clause 5:

Number of days from the date of issue of letter of acceptance for reckoning date of start

: 15 Days from the date of issue of LOA or handing over of site,

whichever is later

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) Rescheduling of mile stones Superintending Engineer, IITH

Superintending Engineer, IITH

**Clause 6:- Measurement Book** 

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. 5 Lakhs/-

Clause 7A:

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 by the : contractor at site lab

As given in additional specifications

**Clause 10B** (i)- Secured advance on Materials:

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

Clause 10C:

Component of labour expressed as percent of value : NA

of work

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

Clause 10CC : Not Applicable

**Clause 10D** : Applicable

Clause 11:

Specification to be followed for execution of : For ELECTRICAL WORKS

work

CPWD General Specifications for Electrical

works:

Part I Internal 2013 Part II External 1994 Part IV Substations 2013 Part VII DG Sets 2013 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 for building work : 100% (One hundred per cent)

**12.5**: Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for foundation work : 100% (One hundred per cent)

Clause 14:

rates.

Whether Clause 14 is applicable : Yes.

Clause 16 : Superintending Engineer, IIT Hyderabad up to

5% of tendered amount, beyond which,

Director, IITH.

**Clause 18:** : As required for the work.

List of mandatory machinery, tools & plants to

be deployed by the contractor at site

Competent Authority for deciding reduced

# 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 Type of Arbitration Tribunal Sole Arbitrator

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 DSR - 2021 Civil theoretical quantity of cement & bitumen published by CPWD on the basis of Delhi Schedule of Rates

(ii): Variations permissible on theoretical quantities:

(a) Cement 2% plus/minus

2.5% plus only & nil on minus side. (b) Bitumen All Works

(c) Steel Reinforcement and structural steel sections for each diameter, section and

category

# **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, avail- ability 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.