NIT No.: IITH/CMD/ELE/NIT/2024-25/03



# NOTICE INVITING TENDER (NIT)

Name of work: Provision of Power supply for 3X30 kVA and 1X10 kVA UPS along with associated industrial Power sockets at room no. 219, Physics Building, IIT Hyderabad, Kandi.

man

Executive Engineer-Electrical IIT Hyderabad

#### **INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD**

## **NOTICE INVITING TENDER**

#### NIT No. IITH/CMD/ELE/NIT/2024-25/03

Indian Institute of Technology Hyderabad invites on behalf of the President of India online bids (etenders) in Item rate / Percentage rate in Single Cover (Technical Eligibility + Financial) System, from the 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 contractors of IIT Hyderabad / 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/2023-24/03
1.2	Name of Work:	Provision of Power supply for 3X30 kVA and 1X10 kVA UPS along with associated industrial Power sockets at room no. 219, Physics Building, IIT Hyderabad, Kandi.
1.3	Location of work	Indian Institute of Technology (IIT) Hyderabad campus, Kandi-502284, Sangareddy, Telangana, India
1.4	Estimated Cost: (given merely as a rough guide)	Rs. 4,83,366/-
1.5	Earnest Money Deposit (EMD):	Rs. 10,000/-
1.6	Period of Completion:	21 days
1.7	Date of Online Publication/Download of Tender	08/08/2024 @ 09:00hrs
1.8	Last Date for Submission of Bids	13/08/2024 @ 15:00hrs
1.9	Date and time of Opening of Technical Bids	14/08/2024 @ 15:30hrs
1.10	Date and time of Opening of Financial Bids	14/08/2024 @ 15:30hrs
1.11	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 <u>(URL: https://eprocure.gov.in/eprocure/app)</u> 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 <u>NIT No. IITH/CMD/ELE/NIT/2024-25/03</u>

#### **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 the 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 than Rs. 1,93,346/- only or

#### Two similar completed works each costing not less than Rs. 2,90,020/-only or

#### One similar completed work costing not less than Rs. 3,86,693/- only

The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a 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 Supply, Installation, Testing and Commissioning (SITC) of Internal and External Electrification works in any Institutional Campus /Lab / 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 construction works should be at least Rs. 1,45,010/- only during the immediate last three consecutive financial years ending 31<sup>st</sup> March 2024. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at a simple rate of 7% per annum. The annual turnover certificate from the chartered accountant needs to be enclosed by the bidder.
- 3. The bidder shall submit the Indemnity bond as per the format provided in Annexure III.
- 4. 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.
- 5. To become eligible, the tenderer shall have to furnish an affidavit as per Form 'J' of the NIT.
- 6. Agreement shall be drawn with the successful tenderer on the prescribed Form which is available in the website: <u>https://drive.google.com/file/d/19 LkFZ1IeQb 3BznXQtinslcLISYVdbo/view</u> (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.
- 7. 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.

- 8. The site for the work is available.
- 9. 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 a 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.
- 10. 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.
- 11. 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.
- 12. The description of the work is as follows:

# Provision of Power supply for 3X30 kVA and 1X10 kVA UPS along with associated industrial Power sockets at room no. 219, Physics Building, IIT Hyderabad, Kandi.

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.

- 13. Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- 14. 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
IFSC code MICR code	:	14182 SBIN0014182 502002528

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. The tender for the works shall remain open for acceptance for a period of Ninety (90) 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.

21. (A) All taxes, Labor Cess etc., as applicable shall be borne by the contractor himself. The bidder 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 whatsoever 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.

22. 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 undertaking along with other bid documents.

"If the work is 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."

- 23. 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

(Signature of the bidder)

#### **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

Sl. No.	Doc Ref	Description of the Document	Enclosed Yes/No	Remarks
	The 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 works executed.	Not less than Rs. 1,93,346/- of estimated cost (Three similar works)		
4		Not less than Rs. 2,90,020/- of estimated cost (Two similar works)		
		Not less than Rs. 3,86,693/- of estimated cost (One Similar work)		
5	As per Para No. 1.5 of NIT	Cost of EMD of Rs. 10,000/- only		
6	As per Sl. No.2 of NIT	Copy of Certificate from CA for Average Annual Financial Turnover for last 03 financial years		
7	As per Sl. No.4 of NIT	Copy of Indemnity Bond		
8	As per Sl. No. 5 of NIT	Copy of EPF Certificate		
9	As per Sl. No. 6 NIT	Copy of Affidavit as per Form J		
10	As per Sl. No.22 of NIT	Undertaking for GST registration in the state in which the work is to be taken up		
11	As per Annexure-II	Copy of Acceptance of Tender Terms		

# Checklist of documents to be submitted along with Technical Bid

#### **PROFORMA OF SCHEDULES**

#### **SCHEDULE 'A'**

Schedule of quantities (Enclosed): Volume -2 (Price Bid)

#### 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 Power supply for 3X30 kVA and 1X10 kVA UPS along with associated industrial Power sockets at room no. 219, Physics Building, IIT Hyderabad, Kandi.
Estimated cost of work	:	Rs.4,83,366/-
Earnest money	:	Rs. 10,000/-
Performance Guarantee	:	<b>5.0%</b> of the accepted tendered value
Security Deposit	:	<b>2.5%</b> 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 Clauses12.2 & 12.3	:	a) Electro-Mechanical works 100%
	<u>Definitions:</u>		
	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 Labour to cover all overheads and profit	:	15% (Fifteen) percent.
	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, registration with EPFO, ESIC, and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance, in days	:	7 (Seven) Days
	ii)Maximum allowable extension beyond the period provided in (i) above	:	7 (Seven) Days with late fee @0.1% of PG Amount
	<u><b>Clause 1A</b></u> Whether Clause 1A is applicable	:	Yes
	<b>Clause 2</b> 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 Milestones

Time allowed for execution of work

Authority to give fair and reasonable Extension of time for completion of work (Web based hindrance register) Rescheduling of mile stones

**<u>Clause 6</u>:-** Measurement Book Clause applicable, 6

#### 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

Clause 7A: Whether Clause 7A is applicable

#### Clause 10A:

Materials to be provided by the Contractor

#### Clause 10B (i)- Secured advance on Nonperishable Materials: Whether Clause 10 B (i) shall be applicable

Clause 10C: Component of labour expressed as percent of the value of work

Clause 10CA

Clause 10CC

Clause 10D

- : 15 Days from the date of issue of LOA or handing over of site, whichever is later
- Not Applicable :
- 21 Days :

Superintending Engineer, IITH :

: Superintending Engineer, IITH

- *(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
- : Rs. 1 Lakh/-
  - 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 contractor to the Engineer-in-charge.
- Applicable as given in GCC :

NA

Not applicable :

:

:

- *Not Applicable* :
- *Not Applicable* :
- *Applicable* :

<b>Clause 11:</b> Specification to be followed for execution of work	:	<ul> <li>For ELECTRICAL AND MECHANICAL WORKS</li> <li>1. CPWD General Specifications for Electrical works: Part I Internal 2013, Part II External 1994</li> <li>2. CPWD General Specifications (Civil) Volume-I and Volume-II</li> <li>3. Particular specifications are given in the tender.</li> </ul>
<ul> <li>Clause 12:</li> <li>12.2 &amp; 12.3: Deviation limit beyond which Clause 12.2 &amp;12.3 shall apply for building work</li> <li>12.5 : Deviation Limit beyond which clauses 12.2 &amp; 12.3 shall apply for foundation work</li> </ul>	:	100% (One hundred percent) 100% (One hundred percent)
<b>Clause 14:</b> Whether Clause 14 is applicable	:	Yes
<b>Clause 16</b> Action in casework not done as per the specifications of tender	:	Applicable as given in GCC
<b>Clause 18:</b> List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	As required for the work.
<b>Clause 25:</b> 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.

**<u>Clause 32</u>**: As required for the work as approved by EIC

# <u>Clause 38</u>

(i): Schedule/statement for	Not applicable
determining theoretical quantity of	
cement & bitumen on the basis of	
Delhi Schedule of Rates	

# **Special Conditions of Contract**

- 1. Before tendering, the Contractor shall inspect the site of work and shall fully acquaint himself with the conditions prevailing at the site, availability of materials, availability of land, and suitable location for the 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 contractor 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 contractor, 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 Contractor 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 Contractor 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 Engineerin-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.
- 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 <del>Percentage Rates</del> 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 4111 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 contractor shall be responsible for any accident at the site of work and consequences thereof.
- 17. **Water & Power :** The contractor shall make his own arrangements for the water and power required for discharging his obligations under the scope of this tender. In case the Institute supplies water and or power, the contractor shall be liable to pay the charges on actual consumption basis at the same prevailing rates that the local authorities charge the Institute.
- 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.
- 23. **Inspection before Dispatch**: All routine tests shall be conducted before dispatch of all equipment/items specified in the tender as per the schedule of quantities. No equipment shall be dispatched out from the manufactures premises before such tests are conducted and test result recorded. These test certificates shall be given along the supply of equipment. The Engineer- in-charge shall if he so desires inspect and witness the pre-delivery tests for Pumps at the Manufacturer premises. The main contractor at his own cost shall have to organize the FAT inspection for EIC or his authorized representatives by intimating 15 days in advance without any additional cost implication to IITH. However, the inspection shall be done purely at the discretion of the Engineer-In-charge but ROUTINE TEST & TYPE TEST certificates shall have to be submitted as applicable for all the equipment's supplied at site.

Prior to dispatch, all equipment's shall be adequately protected & insured for the whole period of transit, storage and erection against corrosion and incidental damages etc. from the effect of vermin, sunlight, rain, heat, humid climate and accidents etc.

## Scope of work:

- 1. Supplying, laying and termination of 3.5C X 70 sq.mm Al armored cable for 3x30 kVA UPS input power supply from the main panel situated at the ground floor.
- 2. Providing 160A VTPN MCCB DB for 3 X 30 KVA UPS power supply.
- 3. Providing 4-way TPN DB's for 3 x 30 KVA UPS output.
- 4. Providing 3-phase 32A and 1-phase 32A industrial sockets for cluster facility.
- 5. Providing 16A sockets for workstations power supply.
- 6. Relocating of existing 10KVA UPS input and output DB, AC Sockets.

# APPROVED MAKES LIST

	LIST OF MAKES		
Sl. No.	Name of the Equipment/Item	Approved Makes	
1	Copper Conductor PVC Insulated Wires/ Stranded Flexible Wires (FRLS)/LT Cables	Polycab/ Finolex/ Havells/KEI	
2	MCB/MCCB/RCCB / SPD/RCBO	Legrand/ Schneider/ Hager/ Siemens	
3	Cable Lugs	Comet/ Cosmos/ Dowell's (Biller India) / Jainson	
4	MCB, DB, MCCB	ABB/ Legrand/ Schneider Electric/Siemens	
5	Modular Switches with Accessories, Socket Outlets and Wiring Accessories with moulded Cover Plate.	Schneider (Opale), Legrand (Arteor), Havells (Athena Plus), ABB (Zenit)	

**NOTE:** Any other item required for the successful execution of work and whose make is not listed above shall be got approved from the Engineer-in-Charge prior to the procurement at the site by the contractor.

# Annexure-I

#### Form of Performance Security (Guarantee) Bank Guarantee Bond (Format - I)

- 1. We, ...... (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. ..... (Rupees...... Only) on demand by the Government.
- 2. We, ......(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand 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)
- 3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
- 4. We, ...... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- 5. We, ...... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) 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(s) 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 being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) 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.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 7. We, ...... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

#### ANNEXURE-II

#### ACCEPTANCE OF TENDER TERMS

(To be given on Company Letter Head)

Date:

То

The Executive Engineer-Electrical Indian Institute of Technology Hyderabad Kandi – 502 284,Telangana, India

#### Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

- I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely \_\_\_\_\_\_\_as per your advertisement, given in the above-mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### ANNEXURE-III

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

# Name of work: Provision of Power supply for 3X30 kVA and 1X10 kVA UPS along with associated industrial Power sockets at room no. 219, Physics Building, IIT Hyderabad, Kandi.

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 at Kandi, Sangareddy-502284, Telangana, India and for the project ...... IIT Hyderabad under consideration.

On this day of ......2024

THIS DEED WITNESSETH AS FOLLOWS:

I/We, (Name of Contractor) hereby do indemnify and save harmless IITH having their office at Kandi-502284, Sangareddy, Telangana, India from the following: -

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.

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.