

File No: NIT/ANDHRA/ESTATE/DECEMBER/CHILDREN PARK /2021-22/02

Date: 23.12.2021

NOTICE INVITING TENDERS

(Box Tenders/Open Tenders)

**CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS AT NIT
ANDHRA PRADESH TADEPALLIGUDEM**



National Institute of Technology- Andhra Pradesh,

Beside Chennai - Srikakulam Highway, Near Kondruprolu,

Tadepalligudem, West Godavari District,

Andhra Pradesh-534101.

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Tender Notice



NIT Andhra Pradesh, Tadepalligudem

File No: NIT/ANDHRA/ESTATE/DECEMBER/CHILDREN PARK/2021-2022/02

Date: 23.12.2021

Box Tenders/Open Tenders are hereby invited from reputed Registered Firms /Agencies/Contractors/Suppliers for providing the following Civil Works at NIT-Andhra Pradesh, Tadepalligudem, West Godavari district.

**“CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS FOR NIT ANDHRA PRADESH
TADEPALLIGUDEM”**

Tender Schedules can be downloaded from Central Public Procurement Portal and NIT-Andhra Pradesh website from **23.12.2021** onwards.

The last date for submission of tenders is 18.01.2022 up to 03:00 PM.

For further details regarding Tender notification & specifications, please visit **www.nitandhra.ac.in/main/tender** and **<https://eprocure.gov.in/epublish/app>**

Date: 23.12.2021
NIT Andhra Pradesh,
Tadepalligudem.

Time Schedule of various tender related events

**CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS FOR NIT ANDHRA PRADESH
TADEPALLIGUDEM**

Bid Document downloading Start date/ Time	23.12.2021 at 12:00 PM.
Bid Document downloading End Date / Time	18.01.2022 till 03.00 PM.
Pre-Bid meeting	03.01.2022 at 03.00 PM.
Last Date and Time for receipt of Bids	18.01.2022 till 03.00 PM.
Technical Bid Opening Date /Time	18.01.2022 at 03.30 PM.
Financial Bid Opening Date / Time	Will be intimated later
Contact Person	The Executive Engineer, NIT Andhra Pradesh, Tadepalligudem. Email: ee@nitandhra.ac.in with CC to purchase@nitandhra.ac.in dean_pd@nitandhra.ac.in & dr_purchase@nitandhra.ac.in
Reference No:	NIT/ANDHRA/ESTATE/DECEMBER/CHILDREN PARK /2021- 2022/02, date: 23.12.2021

Signature of the Bidder with stamp

CLARIFICATIONS

Queries, if any, can be made through e-mail only to ee@nitandhra.ac.in on or before **03.01.2022**. Queries received via any mode other than e-mail id mentioned above shall not be entertained. The queries should only be sent in the following format on the official letter head of the company.

S. No.	Page No. (TenderRef.)	Clause (Tender Ref.)	Description (TenderRef.)	Query

If there is any addendum/corrigendum related to tenders, it shall only be published on NIT-Andhra Pradesh website www.nitandhra.ac.in/main/tender and <https://eprocure.gov.in/epublish/app> The Bidders are advised to check NIT-Andhra Pradesh website and Central Public procurement portal regularly. No other mode of notice will be given.

The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued, if any, during pre-bid meeting in their bid.

If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.

The Technical bid along with relevant documents should be attached with original EMD and Tender processing fee. Physical submission of financial bid only shall be considered.

**I/C REGISTRAR
NIT-ANDHRA PRADESH**

For any clarification and further details on the above tender, please contact.

Email: ee@nitandhra.ac.in
purchase@nitandhra.ac.in
dean_pd@nitandhra.ac.in
dr_purchase@nitandhra.ac.in

BID

File No: NIT/ANDHRA/ESTATE/DECEMBER/CHILDREN PARK/2021-2022/02

Date: 23.12.2021

Sub: CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS FOR NIT ANDHRA PRADESH TADEPALLIGUDEM

Sir/Madam,

Bids are invited on the Box/Open Tender platform from the reputed registered Firms/Agencies/Contractors/Suppliers from the experienced Civil Works. The details of bidding conditions and other terms can be downloaded from the NIT Andhra Pradesh website and Central Public procurement Portal.

The attested copies of all the documents of technical bid, signed undertaking of Bidder should be submitted offline mode only to the Director, NIT Andhra Pradesh, Tadepalligudem, on or before opening of bid.

The participating Bidder/s shall have to pay tender processing fee (non-refundable) and EMD for the amounts specified in the Statement related to bids, in the form of DD drawn in favor of the Director, NIT Andhra Pradesh, Tadepalligudem.

Further, the Successful Bidder shall furnish a part of a bid as Performance Guarantee specified in the Statement related to bids, to be paid in the form of BG as mentioned in the Tender Schedule.

NIT Andhra Pradesh, Tadepalligudem, will not accept the tenders from blacklisted companies or firm/Proprietor/Private Limited, whose past performance with NIT-Andhra Pradesh was found poor due to delay in Construction of civil works and those with failures, and also against whom there have been adverse reports of sub-standard quality, as defined in the other parts of the bidding documents.

For any clarification and further details of the above tender, please contact.

Email: ee@nitandhra.ac.in
purchase@nitandhra.ac.in
dean_pd@nitandhra.ac.in
dr_purchase@nitandhra.ac.in

Signature of the Bidder with stamp

STATEMENT RELATED TO BIDS

Bid Document Fee/ Tender Processing Fee (Non-refundable)	Rs. 5,000/- by way of DD from any Nationalized bank drawn in favor of the Director NIT-Andhra Pradesh, Payable at Tadepalligudem.
EMD	Rs. 50,000/- by way of DD from any Nationalized bank drawn in favor of the Director NIT-Andhra Pradesh, Payable at Tadepalligudem.
Estimated Cost (given merely as a rough guide)	Rs 23,37,564/-
Period of Completion	60 days
Bid Validity Period	90 days from the date of opening of financial bid
EMD Validity Period	90 days from the date of opening of financial bid
Defect Liability Period	Six months from the date of completion of work
Period of furnishing Performance Guarantee	Within 14 days from date of receipt of LOA
Performance Guarantee in case of award of contract	5 % on work value as approved by competent Authority
Performance Guarantee Validity Period	9 months from the date of signing the contract
Period for signing the contract agreement	Within 14 days from date of receipt of Contract/ Work Order

TENDER SCHEDULE

PREMEABLE:

National Institute of Technology, Andhra Pradesh is the 31stNIT among the chain of NITs started by the Government of India. NIT Andhra Pradesh is established in the state of Andhra Pradesh in the academic year 2015 – 2016.

**Sealed tenders are invited under two bid system i.e., technical bid and financial bid from reputed a firm/
Proprietor/ company/ Agencies for Construction of Children Park Near Faculty and Staff Quarters for NIT Andhra
Pradesh Tadepalligudem**

SCOPE OF WORK:

Construction of CHILDREN PARK size (30 mts X 30 mts) Near Faculty and Staff Quarters for Nit Andhra Pradesh,
Tadepalligudem

S.No.	Items of Work
1	Earth work excavation
2	Filling available with excavated earth
3	Supplying and filling Stone Dust
4	Supplying and filling Sand
5	Providing and laying Plain cement concrete (1:3:6)
6	Providing and laying kerb stone (1:3)

Specification to be followed for execution of work :	CPWD Specification 2009 Vol. I & II, with up to date correction slips
For all Market Rate items :	Particular Specifications
Standard Schedule of Rate :	CPWD, Delhi schedule of Rates (DSR) 2018 Civil, with up-to-date correction slips.
Particular Item :	Local Market Rates
List of mandatory machinery, tools & plants to be deployed by the contractor at site :	As required for the work as approved by Engineer in-charge

ELIGIBILITY CRITERIA:

1. Bidder must be a proprietor/firm/company.
2. Bidder should have CPWD/PWD of any state class-V registration certificate. The certificate should be valid as on date and should be issued on/before **01-04-2018**.
3. The bidder should have valid GST Certificate.
4. The average turnover of FY. 2017-18,2018-19 & 2019-20 should be at-least **50** lakhs issued by CA with UDIN Number.
5. The bidder should submit audited Financial statements (balance sheets) for the FY 2017-18, 2018-19 & 2019-20 along with relevant income tax returns for concerned years i.e., AY 2018-19, 2019-20 & 2020-21.
6. Bidder must have successfully completed the works pertaining to Civil related works with the conditions and value of work/purchase orders defined as under during the period of **01-04-2018** to **31-03-2021**
 - Three similar Civil related completed works costing not less than the amount equal to **Rs. 9,84,000/-** (Rupees Nine Lakhs Eighty-Four Thousand only).
OR
 - Two similar Civil related completed works costing not less than the amount equal to **Rs. 14,76,000/-** (Rupees Fourteen Lakhs Seventy-Six Thousand only).
OR
 - One similar Civil related completed work costing not less than the amount equal to **Rs. 19,68,000 /-** (Rupees Nineteen Lakhs Sixty Eighty Thousand only).
7. All the payments received against the claim of Work / purchase Orders at Clauses (6) above should reflect in Form 26AS at later date. Else the Work/Purchase Order is treated as invalid.
8. The bidder must have valid PAN Card and the same should reflect in all financial statements.
9. Each page of the tender document along with all other submitted documents must be duly signed by Authorized signatory with Bidder's signature and seal.

Name and Signature of bidder with seal

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

- a) In construing these conditions, the Specifications, the Schedule of Quantities; Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

WORK OR WORKS:

Shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract

"EMPLOYER":

Shall mean Director-General, NIT ANDHRA or any officer authorized by Director-General for the purpose.

ENGINEER:

Shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

CONTRACTOR:

Shall mean the individual or firm or firms or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

SITE:

Shall mean the site of the contract works including any buildings and erections there on and any ether land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

COMPENSATION:

Shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include firms and corporations; words imputing the singular only also include the plural and vice versa where the context so required. The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in anyway.

2. DRAWINGS AND SPECIFICATIONS

The contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also conform exactly and faithfully to the design, drawings and instructions given in the respect of the work by the Engineer. The contractor shall be furnished free of charge one copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- a. The contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from his Security Deposit.
- b. The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. If, However, piped water is supplied by the Employer, the contractor shall pay for the water at one percent of the total cost of the work done except on Electrical work, Air- conditioning work and Furniture work. The contractor shall make his own arrangement for waterconnection and laying of further pipelines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in event of any temporary break-down in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such break-downs. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand-pump, or natural river or pond of the Employer, no charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.
- c. The contractor shall be allowed to construct temporary wells in Employers' land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent

buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

- d. The Employer on no account shall be responsible for the expenses incurred by the contractor for hired ground of water obtained from elsewhere.
- e. Subject availability the Employer may supply power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hindrance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running account bills. However, the Employer does not guarantee the supply of power and no compensation for any failure or shortsupply of power shall be entertained.

f. **SUFFICIENCY OF TENDER:**

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of the tender for the works and the rates and the prices quoted in the schedule of items, which rates and the prices shall, except as otherwise provided, cover all his obligations under the contract and all matter and things necessary for the proper completion and maintenance of the works.

4. AUTHORITIES, NOTICES & PAYMENTS

- a. The contractor shall conform to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that may be necessitated for so conforming by giving written notice to the Engineer specifying the variations proposed to be made, the reasons for making it and apply for instructions there on. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.
- b. The contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and lodge the receipts with the bill to the Engineer for reimbursement.

5. RATES TO INCLUDE ALL TAXES

- a. Rates quoted by the contractor shall include sales tax, duties, octroi, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes,

levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information and documents as the Employer may require.

- b. The contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

6. MATERIALS

- a. If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied/procured and the said materials shall not be removed/ disposed of from the site of the work on any account and shall be at all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for cartage, storage and safe custody of all materials and against damage due to dampness, rain, sun, fire and theft and be fully responsible for their storage and maintenance, any such material unused and in perfectly good condition in the opinion of the Employer at the time of the completion of work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.
- b. If for any reason there is delay or non-supply of material as shown in the schedule, the contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price (between his procurement price and price shown in the schedule) shall be paid to the contractor. However, in case approval of the Employer is not given, only suitable extension of time would be considered and no other claim of compensation/damages shall be payable by the Employer.

- c. After completion of the work or on determination/termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in current Schedule for the purpose printed by CPWD. In case any item is executed for which the standard constants for the consumption of cement are not available in the above-mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement, shall be allowed a variation up to 3% plus/minus for works estimated cost of which as put to tender is not more than Rs. 10 lakhs and up to 2% plus/ minus for works estimated cost of which as put to tender is more than Rs. 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity including authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of the other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage to site.
- d. The provision of foregoing sub-clause shall apply Mutatis - Mutandis in the case of steel reinforcement or structural steel sections (each diameter/section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/ minus shall be allowed as variation due to wastage.
- e. The provision of foregoing sub-clause shall apply Mutatis - Mutandis in the case of cables (other than under-ground cables), wires, conduits/GI pipes, GI/MS sheets used in various items of work shall be calculated on the basis of measurements recorded in the measurement books for the purpose of payment and for assessing the consumption of materials used in the works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case cables (other than underground cables), wires, conduits/GI pipes, and 10% plus in case of **GI/MS** sheets.
- f. The provisions made-above are without prejudice to the right of the Employer to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.
- g. "In case of easy availability of approved quality of cement and steel in the open market it will be Employer's discretion to make these items as contractor's supply".

7. TESTING OF MATERIALS

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as "stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money

due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

8. CONTRACTOR'S ENGINEER/FOREMAN & WORKMEN

- a. The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of Defect Liability Period. The contractor shall employ competent Site-Engineer/Foreman as per CPWD norms and as approved by the Engineer whose qualification must conform to the requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work.
- b. The contractor shall on the direction of the Engineer immediately dismiss from the works any person employed there on who may in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

9. ACCESS

- a. The Engineer, and the Employer or its representative shall at all reasonable time have free access to the works and/or workshops, factories or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the Engineer.
- b. If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the Engineer.

10. VARIATION & PRICE FOR VARIATION

- a. The Engineer with the approval of the Employer shall have power to make any alterations / omissions / additions and / or substitutions from the original specifications, drawings, designs, and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the Contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.
- b. If the rates for the altered, additional, substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work.
- c. If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- d. If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clause (b) and (c) above, then the contractor shall, within 10 working days from the date of receipt of the order to carry out the work through notice in writing, inform the Engineer of the rate which it is his intention to charge for such class of work, supported by

analysis of the rate claimed which shall be based on actual cost of work plus 10% as contractor's profit and overheads except in case of departmental materials for which contractors profit and overheads shall be 2.5%. When such notice has been given, the Engineer with the consent of the Employer may agree to such a rate but if the Engineer does not agree to the contractors rate the Engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.

- e. Under no circumstances, the contractor shall suspend the work on the plea of non-Settlement of rates of Items falling under the clause.
- f. "Deviation limits"

Building work.	30%
Maintenance/Emergency work	50%
Foundation works	100%
Services work	30%

11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- a. The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and / or substitution are to be borne by the contractor.
- b. If it shall appear to the Engineer or to the employer based on audit/ technical examination that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects shrinkage or other faults which may appear within the defects liability period of twelve months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer specifying the work, materials articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- c. In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d. Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

12. WORKS TO BE OPEN FOR INSPECTION

- a. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly a credited in writing present for that purpose.
- b. The contractor shall give not less than seven days' notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer's consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance- shall be made for such work or the materials with which the same was executed.

13. IN-CASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

14. SUB-CONTRACTORS

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The contractor is to afford all reasonable facilities to all subcontractors, specialists, merchants, tradesmen and others who may at any time be appointed by the Employer for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the work under this contract.

15. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

The contractor shall comply with all the provisions of the Minimum wages Act, 1948, contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed the under and other labour laws affecting contract labour and Apprentice Act, 1961 and the rules and orders framed thereunder that may be in force or brought into force from time to time.

"Contractor shall obtain a valid license under contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rule 1971 before commencing work and which should be valid till the completion."

16. COMPENSATION FOR DELAY

- a. The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (Whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncompleted or unfinished after the proper dates.

- b. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three eighths of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed. However, for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the Work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten per cent on the cost of the work as shown in the agreement.

17. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR-LIKE OPERATIONS

- a. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials properly brought-to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.
- b. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the contractor had taken all such precautions against Air Raid as are deemed necessary by the A.R.P. Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

18. EXTENSION OF TIME

- a. If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he

shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extension-as aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefor, authorize such extension of time if any, which may, in his opinion, be necessary or proper.

- b. In the event, the value of work exceeds the value of the Bill of Quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

19. SUSPENSION OF WORK BY CONTRACTOR

- a. The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:
- if the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be bound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a binding up order.
 - If the contractor commits breach of any of the terms and conditions of this contract
 - If the contractor commits any acts mentioned in Clause -13 thereof.
- b. When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:
- To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out

by the contractor under the terms of his contract. The certificate of the Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

- After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.
- In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

20. CERTIFICATES & PAYMENTS

- a. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may cause action within seven days of the date fixed as aforesaid, an authorized representative to measure up the said work in the presence of the contractor whose signature to the measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.
- b. Before taking any measurement of any work the Engineer or his authorized representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorized representative deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

- c. The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined as per clause -10. However, in case of partially executed items of Work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

21. PERIOD OF COMPLETION:

60 days from the date of Commitment of Agreement.

22. SECURITY DEPOSIT

- a. In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is released. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from the interest arising therefrom or from any sums which may be due to Or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favor of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.
- b. The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs 25000/- each (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is affected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.
- c. No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer. "However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received.
- d. In case of termination of contract, this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.

23. COMPLETION CERTIFICATE

- a. Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer shall inspect the work. If there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish, and all huts and sanitary arrangements required for his work, people on site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with" requirements of this clause on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as he may think fit and the contractor shall have no claim except for any sum actually released by the sale thereof.

24. ESCALATION

- a. Escalation :- If the prices of materials not being supplied by the Employer and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provision of clause 22 of General Conditions of Contract without levy of compensation under Clause 20 of General Condition of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the provision.
- i) The base date for working out such escalation shall be the last date on which the tenders were stipulated to be received.
- ii) The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per the bills, running or final, and from this amount the value of material supplied by the Employer and proposed to be recovered in the particular bill shall be deducted before the amount of compensation for escalation is worked out. In case of materials brought to site for which secured advance is included in the bill full value of such materials as assessed by the Engineer in charge (and not the reduced amount for which secured advance has been paid), shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work, the secured advance is deducted from the bill the full assessed value of the materials originally considered for operation of this clause shall be deducted from the cost of work shown in the bill running or final. Further the cost of work shall not include any work for which payment is made for any item at prevailing market rates.
- iii) The compensation for escalation for materials & labour shall be worked out as per the formula given below:

$$VM = \frac{W}{100} \times A \times \frac{(MI - MIO)}{MIO}$$

VM - Variation in material cost i.e. increase or decrease in the amount in rupees to Be paid or recovered

W- Cost of work done worked out as indicated in sub para (ii) above

- A - Component of materials expressed as per cent of the total value of work and is predetermined as 75.
- MI - Index numbers of wholesale prices in India for all commodities published by Reserve Bank of India for the period under reckoning.
- MIO - Index numbers of Wholesale prices in India for all commodities published by the Reserve Bank of India on the date of receipt of tenders.
- $$\text{VL} = \frac{\text{W B}}{100} \times \frac{(\text{LI} - \text{LIO})}{\text{LIO}}$$
- VL- Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered,
- W- Value of work done, worked out as indicated in sub para (ii) above.
- B- Component of labour expressed as per cent of the total value of work and is predetermined as 25.
- LI- All India consumer price index numbers for industrial workers published by the Reserve Bank of India for the period under reckoning as for the period under consideration.
- LIO- All India consumer price index numbers for industrial workers published by the Reserve Bank of India and valid on the stipulated date of receipt of tenders.

- b. The following principle shall be followed while working out indices mentioned in sub para (iii) above.
- The compensation for escalation shall be worked out at half yearly intervals and "shall be with respect to the cost of work done during the six calendar months of the said work. The first such payment shall be made at the end of the six months after the month (excluding) in which the tender was accepted and thereafter at six monthly intervals. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion.
 - The index (MI or LI) relevant to any six months for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period up to date of completion after the six months covered by the last such installment of payment, is less than six months, the index MI or LI shall be the average of the indices for the months falling within that period.
 - The base index (MIO or LIO) shall be the one relating to the month in which the tender was stipulated to be received.
- c. In the event the price of materials and or wages of labour required for execution of the work decreases there shall be downward adjustment of the cost of work so that the price of materials and / or wages of labour shall be deductible from the cost of work under this contract and in this regard formula herein before stated under this clause shall mutatis mutandis apply, provided that no such adjustment for the decrease in the prices of materials and / or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is eighteen months or less.

- d. Employer shall have the discretion to permit the IEEMA (Indian Electrical & Electronics Manufacturers Association) clause for escalation in case of specialized works e.g. lifts and electrical and mechanical installations etc, where the price variation is not similar to building works.

25. ARBITRATION

- a. Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned, and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders-on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director-General, Council of Scientific and Industrial Research. The arbitrator shall be appointed within 30 days from the receipt of a request by any party. The arbitrator to whom the matter is originally referred, being unwilling or unable to act for any reason, the Director-General shall appoint another person to act as of Arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The award of the Arbitrator shall & final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.
- b. It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- c. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- d. Subject as aforesaid the provisions of the Arbitration and conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and the time being in force shall apply to the arbitration reference under this clause. -

26. DISMANTLED MATERIAL

The contractor shall treat all material obtained during dismantling of a structure, services sub system/installations, excavation of the site for a work etc., as Employer's property and such material shall be disposed of to the best advantage of the Employer according to instructions issued in writing by the Engineer.

27. PERFORMANCE GUARANTEE

Performance Guarantee may be taken from the Contractor before the award of work, by the officer authorized to award the contract, if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.

SPECIAL CONDITIONS OF CONTRACT

1. 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.
2. The contractor will have to make his own arrangement for obtaining electric connection from the state electricity board and make necessary payments directly to the department concerned and/or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.
3. 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.
4. 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.
5. The item rates or percentage rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour materials, de-watering and other inputs involved in the execution of the items.
6. 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 764 Safety Code for excavation work
 - (b) IS4138 Safety Code for working in compressed air.
 - (c) IS 7293 Safety Code for working with construction machinery
 - (d) IS 7969 Safety Code for storage and handling of building materials
 - (e) IS 5216:1982 code of safety procedures and practices in electrical works
7. 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.
8. In case of Specifications the following hierarchy will be followed:
 - a. Nomenclature of the item.
 - b. Additional Specifications, particular Specifications, special/additional conditions if any as defined in the contract documents.
 - c. Drawings
 - d. CPWD Specifications,
 - e. BIS Specifications (Latest version) if CPWD Specifications not available.

- f. Manufacturers Specifications if BIS Specifications not available.
- g. Sound Engineering Practices Standard Textbooks.
- h. If none of the above is available decision of Engineer-in-Charge will be final.

9. Preferred Make of Materials:

A List of Preferred Brand Names of Various Materials/Products are shown below for usage in execution of work.

S. No.	Materials	Preferred Make
1	Ordinary Portland cement /Portland Pozzolana Cement	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & JK Cement, Chettinad Cement Corp. Ltd., India Cements, Rassi Cement, KCP Cement, Bharathi Cement, Mala Cement, M/s. Sagar Cements Limited, Hyderabad and Cements approved by ADG(SR) I.
2	Reinforcement Steel	RINL, Salt, Tata Steel Ltd., JSW Steel Ltd., Jindal Steel & Power Ltd., Shyam Steel Industries Limited.
3	Ready Mix Concrete (RMC) Plant	To be approved by the Engineer in -charge. If plant of acceptable norms are not available nearby, automatic batching plant of suitable capacity shall be installed at site. Nothing extra shall be paid on this account.
4	Admixtures / Plasticizers	Fosroc, BASF, Sika

- 10. All Stone aggregates, sand, stone dust, etc shall be obtained only from the quarry or other source approved by the Engineer in charge before they are actually procured and used in the work. The percentage rate for the items mentioned in the schedule of quantities includes all charges and nothing-extra payable on any account.
- 11. 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.
- 12. All taxes, Labour Cess etc., as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes including GST on works. Any recovery towards GST is notified by the competent authority, the same shall be effected and no claim what so ever shall be entertained by IITH. The contractor shall quote his rates accordingly.
- 13. 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.

METHOD OF SUBMISSION OF BIDS:

1. The bid documents can be downloaded from the Institute website and CPP Portal
<https://nitandhra.ac.in/main/tender> , <https://eprocure.gov.in/epublish/app>
2. The bids should be filled in two bid formats with all the required documents as enclosures in separate sealed covers i.e.: (a) Part-I Technical bid, (b) Part-II Financial bid.
3. Two separate sealed covers should be specifically super-scribed as **(a) “Technical bid for Construction of Children Park Near Faculty and Staff Quarters for NIT Andhra Pradesh, Tadepalligudem** and **(b) “Price bid for Construction of Children Park Near Faculty and Staff Quarters for NIT Andhra Pradesh, Tadepalligudem**. Both the sealed envelopes (a) and (b) are to be kept in another Master envelope, which should also be sealed and submitted.
4. The Master envelope should be super-scribed with **“Tender for Construction of Children Park Near Faculty and Staff Quarters for NIT Andhra Pradesh, Tadepalligudem”** and shall be addressed to The Tender Box, C/o Central Stores & Purchase Section, National Institute of Technology Andhra Pradesh, Beside Chennai - Srikakulam Highway, Near Kondrupolu, Tadepalligudem, West Godavari District, Andhra Pradesh-534101.
5. **Last date for submission of bid documents is 18.01.2022 up to 03.00 PM.**
6. Bids received after the due date and time shall be summarily rejected.
7. Incomplete bids or bids not submitted in prescribed format are liable for rejection.
8. Institute will not be responsible for postal delay.

Name and Signature of bidder with seal

EVALUATION PROCEDURE:

1. At the first stage, the Technical Bids shall be opened in the presence of Bidders, who may like to be present on **18.01.2022 at 03.30 PM.** in **Central Stores & Purchase section** of NIT-Andhra Pradesh, Tadepalligudem.
2. A Committee duly constituted by the Competent Authority would evaluate the technical bids submitted by the Bidders.
3. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honor the terms and conditions of contract etc. will be deemed to be material deviations.
4. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. Only those Bidders whose technical bids have been found to be substantially responsive would be evaluated.
6. The Financial bids of those Bidders only shall be opened who qualified in the Technical Evaluation. The Institute will award the contract to the Successful Bidder, whose Financial bid is the lowest price bid among all the quoted bids. The decision of the Director, NIT Andhra Pradesh, Tadepalligudem, is final in this regard.
7. The Bidder should quote the monthly Service charge in the financial bid in figures as well as in words.
8. The validity of the bids shall be for a minimum period of 90 days.
9. Tenders with revised/modified rates/offer after opening of the tenders shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the tender shall be forfeited.
10. The tender is not transferable under any circumstances.

Telegraphic, conditional or incomplete tenders shall not be accepted. Canvassing of any

kind, direct or indirect, shall lead to disqualification of the Bidder.

11. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.
12. The Institute reserves the right to cancel the tender process at any stage without assigning any reason.

Name and Signature of bidder with seal

TIE BREAKING PROCEDURE:

In case of tie in the Lowest 1 (L1), the bidder among them who is having highest average annual turnover (as defined and sought in eligibility criteria) shall be awarded the contract offer.

I / we accept all the terms and conditions of the tender notice.

Date:

Place:

Name and Signature of Contractor with Seal

RESOLUTION OF DISPUTES:

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, NIT Andhra Pradesh, Tadepalligudem, or any other officer nominated by the Director, NIT Andhra Pradesh, Tadepalligudem, for arbitration whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

STATUTORY OBLIGATIONS

The Bidder will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfil these statutory obligations. The successful bidder shall indemnify is deemed to have indemnified NIT Andhra against all such liabilities which are likely to arise out of the Contractor's failure to fulfil such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Bidder that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Bidder appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees / workmen cover by this tender with these cover / benefits.

COMMENCEMENT OF WORK:

The Successful Bidder should start the work with effect from the date of commencement of Agreement by mutual consent. In case, it is found that the work has not been taken up from the date of commencement of Agreement, the NIT Andhra Pradesh, Tadepalligudem, at its sole discretion may cancel the work order and the Performance guarantee shall be forfeited without any further reference to the Bidder. Further, the work order will be awarded to next least quoted bidder with the same terms and conditions.

DISCLAIMER:

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

NIT-Andhra Pradesh not their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for the NIT-Andhra Pradesh to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective

Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The Registrar, NIT-Andhra Pradesh reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

The Registrar, NIT-Andhra Pradesh reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.

JURISDICTION:

The Court of Tadepalligudem alone will have jurisdiction to try any matter/dispute or reference between the parties arising out of this agreement/contract

Signature of the Bidder with stamp

PART-A (TECHNICAL BID)

All the commercial conditions shall also be indicated in this part. Deviations, if any, to our specifications shall be brought out very clearly. Bidders shall mention point-wise confirmation with regard to technical specifications given in our Enquiry.

S No.	Particulars	Details
1	Bidder's name	
2	Registered Office and address	
3	Working Place of the office	
4	Year of Establishment	
5	Copy of Contract Registration Certificate	
6	Type of Firm (Ownership, Partnership, Pvt Ltd or Ltd Co.	
7	Details of ownership (Name and Address of the Board of Director, Partners etc.,)	
8	Name of the authorized signatory who is authorized to sign all the relevant documents (power of attorney, if any to be submitted)	
9	Registration Numbers:	
	Firm Registration No.	
	GST No.	
	Any other registration which is mandatory for such agencies stipulated by Concerned authorities:	
11	PAN Number	
12	Total Annual Turnover for last three years	2018-19: Rs 2019-20: Rs 2020-21: Rs
13	Whether Agency has been blacklisted by any Govt or Semi-Govt. organization or any other organization? If yes, provide details	YES/NO
14	DD Number, Amount and Date of EMD submitted	
	Bank Particulars	
	Account name	
	Type of A/C: (SB/CA/CC)	
	A/C No.	
	IFS code	
	Name of the Bank	
	Branch	

Enclose all certificates in support of the above statements.

Signature of the Bidder with stamp

EXPERIENCE DETAILS

S. No.	Year	Name of the Client	Order No. & Date	Contract value per year	No. of personnel deployed
01					
02					
03					
04					
05					

Note: Supporting documents are to be attached

Date:

Authorized Signatory:

Place:

Name:

Designation:

Company:

Contact No:

Company Seal:

DECLARATION

(To be provided on letter head of the Bidder and submit along with technical bid)

I / We _____ do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State Board Universities, since inception of the firm / company.

All the terms and conditions given in the tender draft with **File No: NIT/ANDHRA/ESTATE/DECEMBER/CHILDREN PARK/2021-2022/02 Date: 23.12.2021** for "Construction of CHILDREN PARK Near Faculty and Staff Quarters for NIT Andhra Pradesh, Tadepalligudem" issued by the NIT Andhra Pradesh, Tadepalligudem, are acceptable to us.

We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in case at a later date it is found out by the Institute (NIT Andhra Pradesh, Tadepalligudem) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Authorized Signatory

Name:

Place:

Designation:

Company:

Contact No:

Company Seal:

CHECKLIST

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

S. No	Particulars	Yes	No
1	Copy of original tender draft downloaded from the NIT Andhra Pradesh website.		
2	Crossed Demand Draft from National Bank towards Tender Processing Fee		
3	Crossed Demand Draft from National Bank towards EMD		
4	Copy of firm registration		
5	Copy of Contractor Registration Certificate		
6	Copy of GST registration		
7	Copy of PAN card		
8	Copy of relevant work order(s)		
9	Copy of work completion certificate(s)		
10	Copy of Work satisfactory certificate(s)		
11	Copy of Financial turnover certificate issued from Chartered Accountant with UDIN on his letter head.		
12	Copies of Income Tax Saral form>Returns along with Audited financial statements, Profit and Loss Account, Balance sheets, Form 26AS and 3CA&3CB for last 3 years subjected to financial statement submitted to firm/proprietary/company.		
13	Declaration in the format given by the Institute		
14	Financial bid cover		
15	Form 26 AS must be submitted for the period of experience claimed (for each year of work done).		

Note: All the pages of the original bid document along with other hard copies should be serially numbered and attested by the Bidder.

Signature of the Bidder with stamp

BILL OF QUANTITY**NAME OF THE WORK: CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS
FOR NIT ANDHRA PRADESH TADEPALLIGUDEM**

S.No.	Details of the work	Quantity	Unit	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil	164.80	Cum	277.95	45806.16
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	118	Cum	243.17	28694.06
3	Supplying and filling in plinth with Sand in Pits, including watering, ramming, consolidating and dressing complete.	540	Cum	2151.67	1161901.8
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 Cement: 3 coarse sand (zone-III): 6 graded stone aggregate 20 mm nominal size)	10.8	Cum	6895.65	74473.02
5	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge	33.12	Sqm	9228.00	305631.36
6	Supplying and filling in plinth with stone dust, including watering, ramming, consolidating and dressing complete.	360	Cum	1975.16	711057.6
7	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m.	LS	Sq mts	13.82	10000
TOTAL					23,37,564

PRICE BID

NAME OF THE WORK: CONSTRUCTION OF CHILDREN PARK NEAR FACULTY AND STAFF QUARTERS
FOR NIT ANDHRA PRADESH TADEPALLIGUDEM

ESTIMATE CONTRACT VALUE (ECV): Rs 23,37,564/- (Rupees Twenty-Three Lakhs Thirty-Seven
Thousand Five Hundred and Sixty-Four only)

I / We hereby express my/our willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents.

We quote the cost equal to _____ percentage **LESS/ MORE** of the ECV cited above.

We are aware that the above quoted percentage figure/decimal should be between any value 0 to 5 else the bid will be rejected.

Note: Either 'LESS' or 'MORE' must to ticked above to decide the discount or excess component of the ECV percentage

NOTE:

- Item Rates includes GST, Labour Cess, Water Cess, CP & OH as per the Government norms.
- L1 shall be finalized on the basis of least quoted percentage on the ECV.
- If further tie between firm/Agencies/company the L1 will be finalized by Coin Toss.
- 2% TDS amount of GST 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, dated: 14-09-2018.
- Seigniorage charges applicable as per the Government of Andhra Pradesh, Department of Mines and Geology

Signature of the Authorized Signatory

Name:

Designation:

Address:

Tel./Mobile No.:

E-mail ID:

Date:

Seal of the Firm: