



# NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

(Under the Ministry of HRD, Govt. of India)

KURUKSHETRA-136119, HARYANA, INDIA

EPABX: 01744-233201, 204 Fax: 01744-238050 website: www.nitkr.ac.in

Ref. No. NITK/009/Estate/Civil/06/2019

Dated: 13.08.2019

**Subject: Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall at NIT Kurukshetra**

National Institute of Technology Kurukshetra was established in the year 1963 as Regional Engineering College and was given the status of National Institute of Technology (Deemed University) by the Government of India on October 17, 2002 under the aegis of Ministry of Human Resource Development, New Delhi. Thereafter, the Ministry of Human Resource Development, Government of India has declared the Institute as "Institute of National Importance" under the act of Parliament-2007 NITK has made rapid strides toward excellence. NITK offers undergraduate (B. Tech.) as well as postgraduate (M. Tech.) programs in Civil, Computer Science, Electrical, Electronics and Communication, Mechanical Engineering, Production and Industrial Engineering, Information Technology. This institute also offers Master of Business Administration (MBA) programs in Marketing, Finance, Human Resource Management, Information Technology along with programs in Engineering, Technology, Applied Sciences, and Humanities & Social Sciences at the doctorate level. The institute also offers excellent facilities for advanced research in the emerging areas of science and technology.

**National Institute of Technology Kurukshetra** invites e-tender for **Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall** situated at National Institute of Technology, Kurukshetra from reputed agencies. The quotation documents along with detailed terms and conditions can be downloaded from the Institute eProcurement Portal <https://www.tenderwizard.com/NIT>.

SL No.	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee (Non Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/,Credit Card/Debit card) (in Rupees)	Earnest Money Deposit (In Rupees)	Completion Time
1	2	4	5	6	7
01.	Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall at NIT Kurukshetra	500/-	675/-	11500/-	60 days



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## Tender Tentative Schedule and Contents

Sl. No.	Activity	Date/Time : Duration
1.	Name of work	Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall at NIT Kurukshetra.
2.	Estimated Cost	<b>5,72,450.00</b>
3.	Earnest Money Deposit	<b>Rs. 11500/-</b>
4.	Completion Time	60 Days
5.	Cost of Tender Document	Rs. 500/-
6.	Online Sale/Download date of Tender documents	From 16.08.2019 to 06.09.2019 (15:00 Hrs.) <b>e-Procurement Portal :</b> <a href="https://www.tenderwizard.com/NIT">https://www.tenderwizard.com/NIT</a>
7.	Bid Clarification Date/Time (Pre-Bid Meeting)	27.08.2019 at 10:30 Hrs.
8.	Date/Time for submission/ uploading of offer/Bid	06.09.2019 Up to 15.00 Hrs. <b>e-Procurement Portal :</b> <a href="https://www.tenderwizard.com/NIT">https://www.tenderwizard.com/NIT</a>
9.	Submission of Tender Document Fee & EMD in Hard copy/Original	06.09.2019 Up to 15.00 Hrs.
10.	Date & time for opening of Technical Bid	06.09.2019 at 16:00 Hrs. <b>e-Procurement Portal :</b> <a href="https://www.tenderwizard.com/NIT">https://www.tenderwizard.com/NIT</a>
11.	Date & time for opening of Financial Bid	12.09.2019 at 10:30 Hrs. <b>e-Procurement Portal :</b> <a href="https://www.tenderwizard.com/NIT">https://www.tenderwizard.com/NIT</a>
12.	Maintenance Period	180 days from the date of completion of work
13.	Address for submission of Tender	<b>Professor In-Charge (Stores)</b> <b>National Institute of Technology</b> <b>Kurukshetra-136119, Haryana, India</b> Tel. 01744-233266, 233451 Email: <a href="mailto:stores@nitkr.ac.in">stores@nitkr.ac.in</a>

Complete tender document is available for reference purposes on Institute website [www.nitkr.ac.in](http://www.nitkr.ac.in) and <https://www.tenderwizard.com/NIT>.

Mode of Submission of Bids is through public procurement portal <https://www.tenderwizard.com/NIT> only. Manual bids shall not be accepted.

Tenderers/bidders are requested to visit the website: (<https://www.tenderwizard.com/NIT>) & [www.nitkr.ac.in](http://www.nitkr.ac.in) regularly. Any changes / modifications in the tender inquiry will be intimated by corrigendum through these websites only.



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## **IMPORTANT NOTE**

1. All corrigenda, addenda, amendments and clarifications for the tender will be uploaded on the website [www.nitkr.ac.in](http://www.nitkr.ac.in) and [www.tenderwizard.com/NIT](http://www.tenderwizard.com/NIT) , and not in the newspaper, Bidders shall keep themselves updated with all such developments.
2. In case the last date of receipt/ opening of bids fall on holiday, the bids shall be receipt/opened on the next working day at same time.
3. Tender fee of Rs.500/- (Nonrefundable) in the shape of Demand Draft in favour of Director, NIT Kurukshetra and EMD of Rs. 11500/- (Rupees Eleven Thousand & Five Hundred Only) in the shape of Demand Draft favoring Director, NIT Kurukshetra be submitted as per date mentioned in schedule. Agency registered with NSIC/MSME is exempted from payment of Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.



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## **BIDDING PROCEDURES & INSTRUCTIONS TO Tenderer**

- 1) No tender will be accepted in physical form. The bidders shall have to submit their Bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on <https://www.tenderwizard.com/NIT>
- 2) Bids are to be submitted online and opened online as per time given failing which no tender will be considered.
- 3) ***The tenderers are required to upload the scanned copy (duly signed and stamped copies of the relevant documents) required as per Terms & Conditions, technical bid and other required tender conditions, failing which their bids may be rejected and will not be considered. The bid will be treated non- responsive.***
- 4) NIT Kurukshetra, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
- 5) Bidders should also send the scanned copies of Tender fees and EMD as specified in the tender documents with online technical documents.
- 6) Tender Fee of Rs. 500 in the form of a Demand Draft in favor of the Director NIT Kurukshetra and EMD in the form of Demand Draft in favour of NIT Kurukshetra should be submitted to the following address before opening of the Technical Bid as per given time schedule for physical submission of EMD and Tender fee. Envelope should have full address and phone number of the tenderer. The Envelope should be superscripted as EMD and Tender Fee for ***Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall*** at NIT Kurukshetra and sent to following address.

***Kind Attention-***

**Professor in Charge (Stores)**

**Room No. 304, Golden Jubilee Administrative Building**

**National Institute of Technology Kurukshetra,**

**Kurukshetra-136119, Haryana (India).**

- 7) The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
- 8) The conditional bids shall not be considered and will be out rightly rejected.
- 9) The Financial Bid of only those bidders shall be opened who will qualify the Technical criteria as mentioned in the technical bid and as approved by the Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
- 10) Telex, Fax, e-mail and other incomplete offers are liable to be summarily ignored.



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- 11) At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.
- 12) The amendment will be uploaded on Institute website and Tendewizard website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the institute may, at its discretion extend the deadline for the submission of tender.
- 13) The successful Bidder will have to submit a Performance Bank Guarantee for amount of @ 5% of the tendered and accepted value of the work, which shall be issued by any scheduled Bank valid for 2 months more than the contract period within 15 days of issuance of award letter.
- 14) The offer should remain valid for minimum 90 days from the date of opening of tender.
- 15) All the terms and conditions contained in this tender document shall be acceptable to Bidder. No change in terms or conditions shall be accepted.
- 16) **NIT Kurukshetra reserves the right: -**
  - A. To terminate the offer or Letter of Intent (LOI) or agreement and to forfeit the EMD/ Security Deposit of the successful bidder on submission of false information/ mis-guidance/ non-acceptance or Non-compliance of offer in full or part at any stage.
  - B. To seek any clarification or verify the credentials or documents submitted by the Bidder, which are deemed to be necessary to decide this tender.
  - C. To accept or reject any or all offer(s) in part or full without assigning any reason thereof, before the award of the contract.
  - D. To reject the proposal if the bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the tender and to blacklist the bidder for future transactions.

## **COST OF TENDER DOCUMENT**

An amount of Rs. 500/- (Rupees Five Hundred only) may be deposited in the form of Demand Draft in favour of Director NIT Kurukshetra towards the cost of Tender Document, failing which bid will not be considered. This amount is non - refundable.

## **EARNEST MONEY DEPOSIT (EMD)**

An amount of Rs. 11,500/- (Rupees Eleven Thousand and Five Hundred Only) is required to be deposited by all the bidders in the form of Demand Draft in favour of



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Director NIT Kurukshetra towards the earnest money failing which bid will not be considered. The EMD will not carry any interest. The Earnest Money Deposit (EMD) of the all the bidders, who have not been awarded the contract will be returned. EMD of the successful bidder, who has been awarded the contract, will be returned on the submission of PBG of @ 5% of the tendered and accepted value of the work.

## **PERFORMANCE BANK GUARANTEE (PBG)**

Successful bidder is required to submit Performance Bank Guarantee (PBG) of @ 5% of the tendered and accepted value of the work. PBG is required to be deposited before the date of engagement. Failure to do so shall entail cancellation of the letter of acceptance and forfeiture of earnest money deposit. The refund of PBG shall be subjected to the discretion of Director NIT Kurukshetra who has the right to deduct/appropriate its dues against the Agency/Company under the contract or under any other earlier contract.



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## **ELIGIBILITY CONDITIONS**

1. The tenderer/ contractor must be registered with PWD (B&R)/ CPWD and other Government department as a Govt. Contractor in appropriate class for Civil Works and should attach a copy of registration certificate with the quotation/ tender. If the valid registration is not found in order, the quotation/tender submitted by the contractor will not be considered.
2. The contractor submitting the tender should read the schedule of quantities, general conditions, special conditions, specifications and other terms & conditions.
3. The name of work is Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall at NIT Kurukshetra, with the estimated cost of Rs.5,72,450/-.
4. Time is the essence of the contract. Being a time bound project, the contractor should complete the work in time.
5. Even though the overall completion period is indicated as 60 Days. The work shall be completed progressively and handed over as per agreed split up schedule if any.
6. The tenderers are advised to visit the site location and get them acquainted with the site conditions before submitting the offer.
7. Tender quantity is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 30% (thirty percentage).
8. Quoted rate shall remain valid for a period of **90 days** from the date of tender opening for the release of work order and will be firm throughout the contract period of **60 Days** or till completion of work, once awarded no cost escalation is allowed on any account.
9. The item rate offered is for finished item of the works and shall cover complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
10. GST, work contract tax and labour cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.



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*The Tenderer should be a GST Registered Contractor and should have filed returns with respect to GST and proof of documents should be furnished.*

11. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies
12. The work shall be carried out as per drawings/ layout plan, released then and there, CPWD specifications, and standard code of practice and as per the instructions of Engineer-in-charge. The brief description of items of work is given in the bill of quantities.
13. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the procedure given in CPWD manual.
14. The contractor has to furnish the security deposit, as per the Clause indicated elsewhere in this document, if the work is awarded.
15. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under the contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
16. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in the tender schedule.
17. The works contract to be entered into with the successful tenderer will be governed by the CPWD Works Manual in force.
18. The contractor shall strictly adhere to various labour laws in force.
19. The responsibility to safeguard the persons working at the site is lying with the contractor. Adequate safety measure as per the guidelines should be observed such as high roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
20. The successful tenderer has to deploy adequate labourer of required categories such as Unskilled, Skilled, Mason, Carpenter, Plumber, Welder, Fitter, Mistry, technically experienced, etc. to execute the works simultaneously in all areas of work.
21. Expertise labour only to be engaged for specialized items of work like laying of ceramic tiles, marbles, cuddapah slabs, granite slabs and false ceiling, partition, wall paneling, architectural finishing etc. and work experienced persons shall be engaged for fabrication, water supply and sewerage system work, etc.
22. The contractor shall follow norms of NIT Kurukshetra security system for





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movement of men & materials within the NIT Campus area.

23. All the works shall be executed as per the standard specifications as provided in CPWD specifications.
24. All the materials/ Samples including brand and quality brought by the contractor to be used in the work and the nature of work shall conform to the respective CPWD Standard Specifications forming part of "DELHI STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer- in-charge before actual incorporation in the work.
25. The contractor will obtain a certificate of actual work done from the occupant of the houses/ Faculty/ Lab In-charge of the department/ Warden of the Hostel as the case may be.
26. The contractor should extend fullest co-operation with the third party agencies engaged, if any by NIT Kurukshetra, to adhere the Quality Control Procedures for ensuring quality.
27. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
28. No advance / mobilization advance will be given.
29. LD / Penalty clause is applicable as per CPWD Works Manual in force.
30. NIT Kurukshetra reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
31. Rate for each item should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
32. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work is as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
33. Generally, the maintenance period/ defect liability period for the works/services will be Twelve (12) Months from the date of completion. (SIX (6) MONTHS in the case of work costing of Rs.10 Lacs and below except roadwork)
34. Tenderer should furnish the RATE in the Financial Bid Proposal Form.



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35. Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted
36. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, NIT KURUKSHETRA reserves the right to reject such tender at any stage.
37. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
38. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Authority are liable to be rejected.
39. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
40. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
41. Agency registered with NSIC/MSME is exempted from payment of Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.

### **Compensation for Delay**

If the contractor fails to comply or to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion he shall without prejudice to any other right or remedy, on account of such breach, the contractor shall be liable to pay as compensation amount equal to 1% per week for which the competent authority of the institute may levy on the said estimated cost to the whole work, provided provision of this clause shall not exceed 10% of the estimated cost of work. The Director may reduce the amount of compensation on representation from the contractor and his decision shall be final and binding.



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## Arbitration

1. If any dispute of difference of any kind what so ever shall arise between the NIT Kurukshetra/ his authorized agents and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) Whether before its commencement or during the progress of the work or after its completion. (ii) and whether before or after termination, abandonment or breach of the contract; it shall in the first instance be referred to for being settled by the Director NIT Kurukshetra of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, and subject to arbitration as herein after provided, such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress, the contractor will precede with the execution of the work on receipt of the decision by the Director NIT Kurukshetra as aforesaid; with all due diligence whether he or the Director of N.I.T. Kurukshetra/ his authorized agent requires arbitration as here in after provided or not. If the Director NIT Kurukshetra of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communication the decision, the said decision shall be final and binding upon the contractor and will not be a subject -matter of arbitration at all. If the Director NIT Kurukshetra fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within sixty days of the expiry of first sixty days from the date on which request has been made to the Director NIT Kurukshetra, requests that the matters in dispute be referred to arbitration, as hereinafter provided.
2. In case of any dispute or differences, in respect of which the decisions are not final and conclusive, the same shall be referred to arbitration by a sole arbitrator i.e. the Chairman, BOG, at the request in writing of either party, made in a communication sent through registered AD post. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor in office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. It is also a term of this arbitration agreement that no person other than a person appointed by the N.I.T. Kurukshetra authorities shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the agreement amount awarded exceeds Rs. 25,000/- (Rupees Twenty-Five Thousand Only) the arbitrator must invariably give reasons for his award in respect of each claim and counter- claim separately.
4. The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter-claims individually and that any lump-sum award shall not be legally enforceable.
5. The following matters shall not lie within the purview of arbitration



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- i. Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Director and is being heard or/ and has been finally decided by the Director, N.I.T. Kurukshetra.
  - ii. Any dispute in respect of substituted, altered, additional work/ omitted work/ defective work referred by the contractor for the decision of the Director if it is being heard or has already been decided by the Director N.I.T. Kurukshetra.
  - iii. Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Director, NIT Kurukshetra and has been so decided finally by the Director.
6. The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of the any party will be entertained by the arbitrator notwithstanding that arbitrator had been appointed at the instance of the other party.
7. It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Engineer-in-charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall on the termination of the arbitration proceedings, be adjusted against the cost, if any awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award:-
- i. For claims below Rs. 10,000/- 2% of amount claimed
  - ii. For claims of Rs. 10,000/- and above and below Rs.1,00,000/- 5% of amount claimed
  - iii. For claim of Rs.1,00,000/- and above 7 ½% of amount claimed

The stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

8. The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
9. Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months: -
  - i. Of the date of completion of the work as certified by Engineer in charge, or
  - ii. Of the date of abandonment of work, or
  - iii. Of its non-commencement within 6 months from the date of abandonment, or written orders to commence the work as applicable, or



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- iv. Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its rescinding, or
- v. Of receiving and intimation from the Engineer-in Charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive whichever of (a) to (d) above is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

10. It is also a term of this arbitration agreement that no question relating to his contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified herein covers issues that can be brought before Civil Court. The pendency of arbitrator proceedings shall not disentitle the N.I.T. Kurukshetra to terminate the contract and make alternative arrangements for the completion of the work.
11. The arbitrator shall be deemed to have entered on the reference on the day he issued notices to the parties, fixing the first date of hearing. The arbitrator may from time to time, with the consent of the parties enlarge the N.I.T. Kurukshetra time for making and publishing the award.
12. It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act. 1940, or any other law in force for the time being.
13. Disputes if any during the contract period, is subject to Kurukshetra Jurisdiction.

## **GENERAL CONDITIONS OF CONTRACT**

1. No night work will be permitted without the written permission of the Competent Authority.
2. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by the Institute as per relevant clauses of CPWD Works Manual.
3. Permission for erection of temporary work sheds etc., at site will have to be obtained from NIT Kurukshetra in writing in advance.
4. The works contract to be entered into with the successful tenderer will be governed by the CPWD works Manual 2012 or the latest in force.
5. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.
6. In all matters of dispute, the decision of the Director, National Institute of



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Technology, Kurukshetra shall be final and binding on the tenderer / contractor.

7. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies.
8. Engineer in charge or his duly authorized representative shall have access to Contractor's premises of work and shall have the power at all the times to inspect and test any portion of the work or examine the materials and workmanship of the structures during execution of work. The contractor shall give due notice in writing to the Engineer-in-charge. When the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer-in-charge certified in writing that such materials have been inspected and approved by him or else the rejected material should be removed from site immediately. Test reports of all the construction material used are to be mandatorily provided by the contractor at his own cost.
9. The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.
10. The contractor should submit in advance every fortnight a detailed program of work to be undertaken from time to time strictly in conformities with the "Time and Progress Chart" covering the entire constructed work and reschedule them wherever necessary during the progress of the work so as to achieve the target set.
11. The water charges will be recovered at the rate of 1% of the executed value.

## **SPECIAL CONDITIONS OF CONTRACT**

1. The contractor who has been blacklisted is not eligible to participate in the tender.
2. During execution of the work, if there is any delay, stoppage of work on any reason, the same shall be recorded by the contractor under intimation to the Engineer-in-charge.
3. The quarters/ Flats and portion of quarters/flats where the work to be executed on any day shall be got approved by the Engineer-in-charge at the site of work. No work shall be carried out in any quarters/flats without the approval of the Engineer-in-charge.
4. Old doors, windows, floors, furniture's, electrical and other fittings shall be cleaning from all splashes, dust, dirt and mortar etc. The rate of the white washing/color washing/distempering/painting etc. includes the cost of removal splashes and paint marks. In addition, other necessary covering material as approved for neat final outcome during the painting/repair



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operations.

5. The contractor shall furnish the manufacturer's certificate that the material supplied satisfies the requirements of the relevant specifications.
6. The Engineer-in-Charge shall be at liberty to take respective sample(s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. All expenditure required to be incurred for taking sample, conveyance and packing & testing charges etc. shall be borne by the contractor himself. In case any sample particular lot fails in testing, the contractor shall be bound to replace the entire lot with fresh material of prescribed specification and the reject lot shall be returned to the contractor only after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.
7. All the dismantled material shall be returned to the department after repair/ replacement with new material.

## **GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITE DURING EXECUTION**

*The following safety measures should be strictly adhered to, during execution of works at sites*

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be



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provided.

14. The speed restrictions within the Institute must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in roofing etc.,
20. All personal protective equipment conforms with standard specification and Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.
21. In the event of any injured/fatal accident for the work men during the course of contract period, the compensation and other medical expenses towards the incident lies with the contractor. No way is NIT KURUKSHETRA responsible.

## **SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS**

### **I.VEHICLE**

- a. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
- b. The light on right side, i.e., over the driver's cabin shall be in working condition.
- c. Both the head lights as well as park lamps must be in working conditions.

### **II.MOVEMENT OF VEHICLE**

- a. The vehicle should not travel at more than 20 km/h in our premises.
- b. The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- c. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
- d. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- e. The driving should 'KEEP TO THE LEFT' at all places.
- f. The vehicle should not be parked in road which could obstruct the vehicular





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traffic.

- g. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
- h. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- i. There must be a safe distance behind another moving truck.
- j. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

## **TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR NIT KURUKSHETRA**

1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
2. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - a. The Contract Labour (Regulation & Abolition) Act 1970
  - b. The Minimum Wages Act 1948 and related Central Rules.
  - c. The Payment of Wages Act 1936 and related Central Rules.
  - d. The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
  - e. The Employees State Insurance Act 1948.
  - f. The Workmen Compensation Act 1923.
  - g. The Industrial Disputes Act 1947.
  - h. The payment of bonus act 1965

And any other law or modifications to the above or to the Rules made there under from time to time.

3. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the NIT KURUKSHETRA Management before taking up the work.
4. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by NIT KURUKSHETRA authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all



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necessary assistance for the same.

## **REGISTERS & RECORDS**

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

## **SUBMISSION OF BILLS BY CONTRACTOR**

The Contractor at the end of each month shall submit a bill, if required, detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Engineer-in-Charge separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a. Deviation from the items provided in the contract documents.
- b. Extra items / new items of work.
- c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims.

No further claims shall be raised by him in respect of the work done up to and including the period under report.

## **PAYMENT OF BILLS**

All payments to be made to the Contractor, on carrying out the work according to the specification on the basis of running bills by NEFT or RTGS within a reasonable time, after the certification of bills by the execution department.

## **RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with NIT Kurukshetra or from his Security Deposit or he shall pay the claim on demand.

## **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, NIT



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KURUKSHETRA shall have the option of terminating the contract without compensation to the Contractor.

### **SPECIAL POWER TO TERMINATION**

If at any time after the award of contract, NIT KURUKSHETRA shall for any reason whatsoever not require whole or any part of the work to be carried out the Engineer in charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

### **LABOUR**

The Contractor shall remain liable for the payment of all wages or other moneys to his work- people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

### **PRECAUTIONS AGAINST RISK**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

### **RATE FOR ADDITIONAL ITEM / SUBSTITUTED ITEM**

This will be as per the rate analysis based on the market rate for material and labour prevailing at the time of execution at place of work as ascertained by Engineer in charge raised to the overall tender percentage at which the work was awarded to cover overheads / establishment / profit.



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## Annexure-I

(On the letter head of the Firm)

### MANDATE FORM FOR BANKING DETAILS

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number(PAN) No.		
2.	GST no. of the Firm		
3.	Bank Details.		
	a.	Bank Name	
	b.	Bank Address	
	c.	Account no.	
	d.	Type of Account (Current/Saving)	
	e.	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature



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**Annexure-II**

**AFFIDAVIT REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN QUOTATION.**

*(To be executed & attested by Public Notary/Executive Magistrate on Rs.10/- non judicial stamp paper by the Agency)*

I / We \_\_\_\_\_ (Agency) hereby declare that the firm / agency namely

M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government quotations in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Agency) hereby declare that the Firm / agency namely

M/s. \_\_\_\_\_ was blacklisted or debarred by Union/State Government or any Organization from taking part in Government agencies for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/we are fully aware that the agency / contract will be rejected/cancelled by the Director, NIT Kurukshetra, and EMD / SD shall be forfeited.

In addition to the above, the Director, NIT Kurukshetra will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name \_\_\_\_\_

Address \_\_\_\_\_



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**Annexure-III**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company letter head)

Date:

To,  
The Director,  
National Institute of Technology,  
Kurukshetra.

**Sub: Acceptance of terms and Conditions of tender.**

Tender Reference No:

Name of the tender/work: -

Dear Sir,

1. I/we have downloaded the tender documents for the above mentioned Tender/work from the website (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 from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby the terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time 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 our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof 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)



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**BILL OF QUANTITIES**

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Sl. No.	Description of work	Approx. Qty.	Rate (Both in Unit figures & Words)	Amount Rs.	Ps.
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As per separate sheets attached below containing 03 pages  
(Page Nos. 21-23)

**To be uploaded in Excel Sheet  
(attached as a part of the Financial Bid)**

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## BILL OF QUANTITIES

**Name of Work: Annual Repair and Maintenance of Sports Complex and Extension of Existing Gymnasium Hall at NIT Kurukshetra**

ITEM NO.	SUB-HEADS AND ITEM OF WORK	QTY.	UNIT	RATE (RS)	RATE (IN WORDS)	AMOUNT (RS)
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge.	4.75	Cum			
1.1	In cement mortar					
2	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	30	Sqm			
3	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :	1	Cum			
3.1	Cement mortar 1:6 (1 cement : 6 coarse sand)					
4	12 mm cement plaster:	50	Sqm			
4.1	1:6 (1 cement : 6 fine sand)					





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5	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	50	Sqm			
6	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :	50	Sqm			
6.1	New work (two or more coats) over and including water thinnable priming coat with cement primer					
7	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	480	Sqm			
8	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :	220	Sqm			
8.1	Old work (one or more coats)					
9	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.	530	Sqm			
9.1	With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre					



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10	Distemping with 1st quality acrylic distemper, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.	480	Sqm			
10.1	Two coats					
11	Providing and fixing 12.5 mm thick Rubber flooring of size (1.2Mx1.8M) appx. (Gym purpose) approved brand with fabric backing or insert, plain coloured or marbled topping, matt or glossy, laid in floors with approved adhesive including cleaning of existing floor surfaces as directed by Engineer-in-charge.	150	Sqm			
GRAND TOTAL AMOUNT (RS.)						

Total Amount in words (Rs ..... only)