

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

NIT CAMPUS, KURUKSHETRA 136119 (HARYANA)
(An Autonomous Body of the Ministry of HRD, Govt. of India)

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TENDER DOCUMENT

Tender Notification. No. NITK/03/EST/04/2022

Dated: 07.06.2022

Name of Work	: Providing and Laying of CC Flooring of Non-Teaching Staff Club (F-39)
Estimated amount put to Tender	: ₹ 1,40,036/-
Tender Fee	: ₹ 500/-
E M D Amount	: ₹ 3000/-
Time for Completion of Work	: 30 Days
Date of Request for Tender Document	: 04.07.2022; 11:00 AM
Last Date for Submission of tender	: 04.07.2022; 03:00 PM
Address for Submission of Tender	: https://mhrd.euniwizarde.com
Pre-Bid Meeting	: 20.06.2022; 11:30 AM
Date of Opening of Technical Bid	: 05.07.2022; 10:30 AM



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Dated: **07.06.2022**

NOTICE INVITING e-TENDER (e-NIT)

The National Institute of Technology Kurukshetra, Kurukshetra (in short – NITKKR) is an autonomous Institute Ministry of HRD Govt. of India, a Deemed University, imparting Technical Education and engaged in Research Activities.

Online Tenders (<https://mhrd.euniwizarde.com/>) are invited for the following work in **two cover system** (i.e., Technical Bid and Financial Bid) subject to the following terms and conditions, from the reputed Agencies/Contractors so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned in the presence of bidders or their authorized agents who may choose to be present. Bidders can verify their bid status through online portal <https://mhrd.euniwizarde.com/> . The financial bid of only such bidders whose technical bid is accepted shall be opened later on pre-informed date.

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SECTION 1 A:- PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal, which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as "Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
10. ***The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.***

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the Institute reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidders, who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599, 9350530626, 9355030623.**

7. INSTRUCTIONS TO THE BIDDERS

1. **Process for Bid submission through MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows (Home page \Rightarrow Downloads \Rightarrow Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.
4. **The bidder has to "Request the tender" to MHRD portal before the "Date for Request tender document", to participate in bid submission.**
5. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

6. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
7. No deviation to the technical and commercial terms & conditions are allowed.
8. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

INSTRUCTIONS TO BIDDER FOR ONLINE PARTICIPATION

1. IMPORTANT Note: - All documents should be clearly scanned and in readable format, same should be uploaded on the e-Tendering portal before due date and time.
2. Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of ₹2000/- + applicable GST as onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
3. Bidders must provide the details of PAN number; registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details.
4. Bidders must have a valid email id and mobile number.
5. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
6. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after uncapping it from the exiting user id.
7. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
8. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
9. Bidders must go through the downloaded tender documents, prepare, and upload bid documents as per the requirements of the department.
10. Bidders are advised to read complete BoQ /SoQ /Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ / SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.

12. Bidders must pay required payments (Tender fee, BID SECURITY, Tender Processing Fee etc. as available on the portal), before submitting the bid. Tender form fee & Tender processing fee is non-refundable.
13. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT+ 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Mr. Shekher Tyagi	9205898221
Mr. Birendra Kumar	8448288988,
Office Number (E-Wizard)	011-49606060
Helpdesk Email	ewizardhelpdesk@gmail.com

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

1. **The bid should be submitted in two covers System-Technical Bid and Financial Bid** online through portal <https://mhrd.euniwizarde.com>:

1.1 **Technical Bid:** The Contractor/Agency must have technically sound to execute the work. The details of the Bidder/ profile should be furnished along with the copy of all related documents. This should be uploaded **online tender** (<https://mhrd.euniwizarde.com/>) and digitally signed as **“Technical Bid (Excel format)”**.

Documents to be submitted with the technical bid:

- a) The name and complete address of the Bidder with contact details.
- b) List of Owners/Partners/Directors/MDs of the firm/company with their contact numbers.
- c) Details of Registration with the Govt. Departments (Class & Value).
- d) The Bidder should possess Income tax PAN Number.
- e) The Bidder should possess GST registration number.
- f) The Bidder must be registered with ESIC, EPFO.
- g) The copy of the Income Tax Return, duly certified by Chartered Accountant for the last 3 years should be enclosed.
- h) The agency must provide the details of completed works with cost of the same work in the last three years.
- i) **EMD in an original form valid for minimum six months, through Bank Guarantee or demand draft or FDR drew on any scheduled bank in favour of “Director NIT Kurukshetra”, payable at Kurukshetra should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. EMD payment through online facility available on the website.**
- j) Mandate form for banking details.(Annexure - B)
- k) Affidavit regarding blacklisting/ debarring for taking part in tender.(Annexure - C)
- l) Contract form given in Section 5 needs to be submitted.

1.2 **Financial bid:** The agencies should submit their financial bid as per the (.xlxs) format is given in Section 4 of the Notice Inviting Tender in this cover. The rate should be quoted both in words and figures. Upload online bid (<https://mhrd.euniwizarde.com>.) the financial bid should be digitally signed. All corrections and overwriting should be initialled. This should be upload online only as **“Financial bid”**.

2. The Institute reserves the right to visit the premises of Contractor/Agency before or after the issue of work order to satisfy itself. In case of any remarks /default noted, the EMD will be forfeited even if pre-qualified. The GST No of NIT Kurukshetra is **06AAATN6169K1Z7**

3. **The Financial Bid shall be in the format of Price Schedule given in Section 4. The Contract form as per format is given in Section 5 shall be submitted. The incomplete or conditional tender will be rejected.**

4. Details of the work to be executed, approximate quantity and the specifications are mentioned in **“Section 3”** appended to this Notice Inviting Tender.

5. The Institute reserves the right to cancel or reduce the quantity included in the schedule of requirements at any time after acceptance of the tender with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any

profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works.

6. Clarification of Tender Document:

A prospective bidder requiring any clarification of the Tender Document may attend the Pre-Bid meeting on the date and time scheduled in the tender document.

7. Amendment of Tender document: At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment.

8. Institute may at its own discretion extend the last date for the receipt of bids.

9. The bids shall be written in English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.

10. The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the competent authority of the Institute is final in all matters of tender and purchase.

11. The bidder should give the following declaration while submitting the Tender.

DECLARATION

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I /we are/are liable to be banned from doing business with NIT Kurukshetra, Kurukshetra and/or prosecuted.

Signature of the Bidder: _____

Name and Designation: _____

Business Address : _____

Place :

Seal of the Bidder's Firm

Date :

SECTION 2: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1) **Name and Scope of work:**

- 1.1 The name of work is Providing and Laying of CC Flooring of Non-Teaching Staff Club (F-39) at NIT, Kurukshetra, with the estimated cost of ₹ 1,40,036/-.
- 1.1 The tenderer / contractor before submitting the tender should read the schedule of quantities, general conditions, special conditions, specifications and other terms & conditions.

2) **Registration:**

- 2.1 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.
- 2.2 Agency/ tenderer / contractor registered with NSIC is exempted from payment of tender document cost & 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.

3) **Work Experience:**

The Contractor/Agency should have executed in last three years ending last date of tender, at least one work of similar type of 80% or more magnitude or two works of similar type of minimum 60% magnitude or three works of similar type of minimum 40% magnitude individually for executing the tendered work in IITs / IISc / NITs / Research Organizations like DRDO / Government Departments/ Undertakings/ public sectors with contact details. The agency must provide copies of completed works with cost of the same work executed in IITs / IISc / NITs / Research Organizations like DRDO / Institutes or Government Departments/ Undertakings/ public sectors. The Contractor/Agency's performance for each work completed in last three years and in hand should be certified by an Officer not below the rank of Executive Engineer, General Manager or equivalent.

4) **Validity of Rates:**

- 1.1 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 30 Days or till completion of work, once awarded no cost escalation is allowed on any account.
- 1.2 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.
- 1.3 The tenderer / contractor is advised to visit the site location and get themselves acquainted with the site conditions before submitting the offer.

5) Completion Time period:

Time is the essence of the contract. Being a time bound project, the tenderer / contractor should complete the work in time. Even though the overall completion period is indicated as 30 Days. The work shall be completed progressively and handed over as per agreed split up schedule if any.

6) Earnest Money Deposit:

6.1 The tenderer/ contractor has to deposit Earnest Money along with Tender documents having minimum validity for 06 months.

6.2 EMD of the successful contractor shall be refunded immediately on receipt of performance guarantee.

7) Performance Guarantee:

7.1 The successful tenderer / contractor will furnish performance guarantee @ 5% of the tendered and accepted value of the work in the shape of demand draft, FDR or bank guarantee from any schedule bank in the favour of Director, NIT Kurukshetra valid up to 60 days after the completion of the work. The time allowed for submission of performance guarantee by the contractor shall be a period up to 15 days of issue of letter of acceptance / work order / purchase order depending upon the magnitude and/or urgency of the work. This period can be further extended at the request of the contractor by NIT Approving authority for a maximum period ranging from 1 to 15 days with late fee @ of Rs.0.1% per day, of performance guarantee amount.

7.2 The date of start of work shall be reckoned from the 15th day after the date on which letter of acceptance/ work order/ purchase order is given to the contractor.

7.3 The performance guarantee shall be refunded to the contractor soon after the completion of the work.

8) Security Deposit:

8.1 The security deposit shall be collected by deductions from the running bill of the contractors at the rate of 5% of the gross amount of the bill from each running bill as well as final bill of the contractor.

8.2 The security deposit shall be refunded to the contractor 60 days after successful completion of maintenance/defect liability period. The security deposit will not carry any interest.

9) Work to be executed in Accordance with Specifications, drawing, Orders Etc.

9.1 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.

9.2 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.

9.3 The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in the tender schedule.

9.4 The works contract to be entered into with the successful tenderer will be governed by the CPWD Works Manual in force.

9.5 All the works shall be executed as per the standard specifications as provided in CPWD Standard specifications conforming part of "DELHI STANDARD SCHEDULE OF RATES" specifications.

9.6 All the Samples including brand/ quality of materials and fittings brought by

the contractor to be used in the work and shall be got approved by the Engineer- in-charge, well in advance of actual execution and shall be preserved till the completion of the work. Test reports of all the construction material used are to be mandatorily provided by the contractor at his own cost.

10) Deviation/Variations Extent:

- 10.1 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).
- 10.2 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.
- 10.3 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.

11) 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.

12) Compensation for Delay:

The time allowed for carrying out the work shall be strictly observed by the contractor, and shall be reckoned from the date next after fifteen days on which after to commence the works given to the contractor. 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 an 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. In case the progress of the work is not proportionate to the time allotted or the work is being not carried out in accordance within the specifications, the Institute may: -

- i. Rescind the purchaser order/through a rescinding notice in writing to the contractor by registered post on the address as given by the contractor and in such case the performance security deposits of the contractor shall stand forfeited, and shall be absolutely at the disposal of the Institute.
- ii. Employ labour paid by the Institute and to supply materials to carry out the work, or any part of the work will be done on the risk and cost of the contractor. The cost of the labour and the price of materials will be charged from the contractor under the terms and conditions of this conditions of this contract. The certificate of the Engineer-In-charge as to the value of the work done shall be final and conclusive against the contractor.
- iii. 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 to another contractor to complete, the balance work which would had been executed by him (of the amount of such excess i.e. difference of rate & amount of the bill) will be recovered from the first tendering agency from his earnest money/security and other dues.

13) Labour Laws to be Complied With by the Contractor:

- 13.1 The contractor shall strictly adhere to various labour laws in force.
- 13.2 The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 13.3 The contractor should have registration with Employees Provident Fund Organisation (EPFO) and Employees State Insurance Corporation (ESIC).
- 13.4 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.
 - i. The Contract Labour (Regulation & Abolition) Act 1970
 - ii. The Minimum Wages Act 1948 and related Central Rules.
 - iii. The Payment of Wages Act 1936 and related Central Rules.
 - iv. The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
 - v. The Employees State Insurance Act 1948.
 - vi. The Workmen Compensation Act 1923.
 - vii. The Industrial Disputes Act 1947.
 - viii. The Payment of Bonus Act 1965
 - ix. Any other law or modifications to the above or to the Rules made thereunder from time to time.
- 13.5 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.
- 13.6 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 necessary assistance for the same.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 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, thereunder from time to time.

13.12 The contractor shall follow norms of NIT Kurukshetra security system for movement of men & materials within the NIT Campus area.

14) Defect Liability Period:

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).

15) Water Charges:

The water charges will be recovered at the rate of 1% of the executed value.

16) Levy/taxes payable by Contractor:

16.1 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.

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

16.3 1% Workers / labour Welfare Cess shall be deducted from the Contractor as per CPWD norms.

17) Mobilization Advance: No advance / mobilization advance will be given.

18) 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.

19) Completion Certificate:

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.

20) 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:

- i) Deviation from the items provided in the contract documents.
- ii) Extra items / new items of work.
- iii) 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 and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

21) 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.

22) 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.

23) 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 Kurukshetra shall have the option of terminating the contract without compensation to the Contractor.

24) 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.

25) Precautions against Risk:-

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

26) Corrigendum / Amendment:

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of a particular tender that will be posted only at NIT Kurukshetra web site.

27) Rejection:

- 27.1 Tenders received after the due date and time of opening, will not be accepted.
- 27.2 Incomplete offers will become liable for rejection.
- 27.3 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.
- 27.4 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.
- 27.5 Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted.
- 27.6 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.
- 27.7 Tenders not submitted on the prescribed form are liable to be rejected.
- 27.8 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.
- 27.9 All entries in the tender documents should be in one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly attested by the tenderer concerned.
- 27.10 Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to, before submitting

their tender.

- 27.11 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.
- 28) 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.
- 29) This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor who have been blacklisted is not eligible to participate in the tender.
2. No night work will be permitted without the written permission of the Competent Authority.
3. 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.
4. Permission for erection of temporary work sheds etc., at site will have to be obtained from NIT Kurukshetra in writing in advance.
5. The works contract to be entered into with the successful tenderer will be governed by the CPWD works Manual 2019 or the latest in force.
6. 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.
7. 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.
8. In all matters of dispute, the decision of the Director, National Institute of Technology, Kurukshetra shall be final and binding on the tenderer / contractor.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
 14. 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.
 15. 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 operations.
 16. The contractor shall furnish the manufacturer's certificate that the material supplied satisfies the requirements of the relevant specifications.
 17. 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.
 18. 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 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 conform 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 is lies with the contractor. No way NIT KURUKSHETRA is responsible.

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

VEHICLE

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

MOVEMENT OF VEHICLE

- 1) The vehicle should not travel at more than 20 kmph in our premises.
- 2) The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- 3) 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.
- 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- 5) The driving should 'KEEP TO THE LEFT' at all places.
- 6) The vehicle should not be parked in road which could obstruct the vehicular traffic.
- 7) No person other than driver should be allowed to sit or stand on the prime mover or trailer.
- 8) The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- 9) There must be a safe distance behind another moving truck.
- 10) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS

Name of Work	: Providing and Laying of CC Flooring of Non-Teaching Staff Club (F-39)
Type	: Civil Works
Brief Specifications of the Item(s)	: As per Annexure "A"
Quantity	: As per Annexure "A"
Any other details / requirement	: As per Annexure "A"
Time for Completion of Work	: 30 Days
Tender Fee (in Rupees)	: ₹ 500/-
EMD (in Rupees)	: ₹ 3000/-
Performance Security to be given by Successful Bidder after release of Purchase/ Work Order (in Rupees)	: 5% of PO value



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA,
KURUKSHETRA

SECTION 4 - PRICE BID

[To be used by the bidder for submission of the bid]

Tender Notification. No. NITK/03/EST/04/2022

Dated: 07.06.2022

Sr. No.	Description of the Item and Specification	Quantity	Price (₹)	GST (%)	Total Price (₹)
1.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.				
1.1.1	40 mm thick with 20 mm nominal size stone aggregate	233.91 sqm			
1.2	Providing and fixing glass strips in joints of terrazo/ cement concrete floors.				
1.2.1	40 mm wide and 4 mm thick	99.36 metre			
Grand Total					

1. Delivery Mode: Delivery at NIT Kurukshetra, at the site only.
2. Total Bid Price in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
3. Time for Completion of Work : 30 Days
4. Validity Date: Minimum 90 days from the date of submission of Tender/Tender.

Seal and Signature:

Name & Business Address:

Note: Price Bid should be submitted in given format only. For additional information/ extra items above format may be typed and used.

Place:

Date:

SECTION 5: CONTRACT FORM

[To be provided by the bidder in the business letter head]

1. (Name of the Firm/Contractor) hereby abide to execute them by the completion schedule mentioned in section 3 of tender document for the Providing and Laying of CC Flooring of Non-Teaching Staff Club (F-39) if the work order is awarded.
2. The work will be executed conforming to the specifications stated in the tender document without any defect and deviations.
3. Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NIT Kurukshetra during this period.

Signature of the Bidder: _____

Name and Designation: _____

Business Address : _____

Place :

Date :

Seal of the Bidder's Firm

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT KURUKSHETRA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT KURUKSHETRA. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

LETTER OF GUARANTEE

WHEREAS National Institute of Technology Kurukshetra (Buyer) has invited Tenders vide Tender No..... Dt. for work of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to execute the work in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, National Institute of Technology Kurukshetra, Kurukshetra**” in the form of Bank Guarantee for ₹ **(5% (Five percent) of the purchase value)** and valid up to **warranty period plus two months** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / work order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Kurukshetra, Kurukshetra on demand and without protest or demur ₹ Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Kurukshetra, Kurukshetra (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer and/ or National Institute of Technology Kurukshetra, Kurukshetra (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ₹. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Kurukshetra, Kurukshetra serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank & Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

IN ACCORDANCE WITH YOUR TENDER for the work of, M/s.
(hereinafter called the "Bidder") having its Registered Office at....., wish to participate in the said bid for the work.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of ₹ (Rupees.....) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on: (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered Office at guarantee and undertake to pay immediately on first demand by NITK Kurukshetra, an amount of ₹..... (Rupees...) Without any reservation, protest, demur and recourse. Any such demand made by the NITK Kurukshetra shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed ₹..... (Rupees.....).
- * This Bank Guarantee shall be valid up to (date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claimer before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period

Detailed Technical Specifications

Sr. No.	Description of the Item and Specification	Quantity
1.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.	
1.1.1	40 mm thick with 20 mm nominal size stone aggregate	233.91 sqm
1.2	Providing and fixing glass strips in joints of terrazo/ cement concrete floors.	
1.2.1	40 mm wide and 4 mm thick	99.36 metre



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

NIT CAMPUS, KURUKSHETRA 136119 (HARYANA)
(An Autonomous Body of the Ministry of HRD, Govt. of India)

Phone: (01744) 233266,233451
E- mail: stores@nitkkr.ac.in

Fax: (01744) 238065
Website: <http://www.nitkkr.ac.in>

Annexure-B

(On the letterhead 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



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

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AFFIDAVIT REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- 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 _____

