



National Institute of Technology Kurukshetra, Haryana 136119

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Tender Document

National Institute of Technology Kurukshetra (An Autonomous Body of the Ministry of Education, Govt. of India) invites ONLINE bids (e-tender) under **two bid** system (Technical + Financial) System, from only eligible Class-I & Class-II suppliers for the following items/work.

Tender No.	SEO_CIVIL_06_24-25
Date	30.07.2024
Item Name	Providing & fixing of tile flooring in the faculty rooms of ECE department and staff cabin of foundry shop in central workshop.
Tender Fee	₹ 500/-
Bid Security/EMD	₹ 9500/-
Performance Security	5 % of the contract value valid till 60 days beyond the completion of warranty period
Estimated Cost	₹ 3,08,333/-

SECTION-I

SCHEDULE OF TENDER

Particulars	Date	Time
Date of Online Publication	30.07.2024	10.00 AM
Bid Submission Start Date	31.07.2024	10.00 AM
Pre-Bid Meeting Date	08.08.2024	10.00 AM
Bid Submission Close Date	20.08.2024	05.00 PM
Opening of Technical Bid	21.08.2024	11.00 AM
Opening of Financial Bid	After completion of technical evaluation	
Validity of the bid	90 Days	
Delivery Period	60 Days	

SECTION-II
PRE-QUALIFICATION CRITERIA

S. No.	Details	Compliance (Yes/No)
1	Whether the bidder is registered with PAN and GST clauses. Provide the duly signed copy of Annexure-1	
2	Bidders Acceptance of Tender document as per Annexure-2	
3	EMD for an amount as mentioned in the Notice Inviting Tender should be submitted in the form of DD or NEFT/RTGS (copy of the EMD deposit should be submitted along-with the technical bid) In case of exemption, a valid document should be submitted.	
4	Whether the bidder fulfills the required experience? Provide the details as per Annexure 3	
5	Whether the Bidder meets the minimum requirement of financial turnover. Provide the details as per Annexure 4	
6	Duly signed Integrity Pact as per Annexure-5 should be submitted within the scheduled delivery period	
7	Whether the goods offered are from a country which shares a land border with India If yes, the details of Registration with Department of Promotion of Industry & Internal Trade (DPIIT), Government of India.	
8	Whether firm is Local Supplier as per Make in India order (Please Submit the Documentary Evidence for Local Content issued by OEM as per Annexure-6)	
9	The name and details of Owners / Partners / Directors / MDs of the firm/company along with details of Registration with the Govt. Departments (Class & Value).	
10	Whether the bidder is registered with ESIC, EPFO, a valid document should be submitted	

Note: Bids not complying with the above pre-qualification criteria and non-submitting of therequired documents are liable to be rejected.

SECTION-III

TECHNICAL SPECIFICATIONS OF THE ITEM/WORK

Name and Scope of work: Providing & Fixing of Tile Flooring in the Faculty Rooms of Electronics & Communication Engineering Department and Staff Cabin of Foundry Shop in Central Workshop.

Sr. No.	Item Description	Qty	Unit	Rate	Amount
Repairs to Building					
1	Hacking of CC flooring including cleaning for surface etc. complete as per direction of the Engineer-in-Charge.	165.76	sqm		
Flooring					
2	Providing and laying Vitrified tiles in different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS: 15622, of approved brand & manufacturer in all colours and shade in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).				
2.1	Size of Tile 600x600 mm	11.38	sqm		
3.	Providing and laying Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).				
3.1	Size of Tile 600x600 mm	154.35	sqm		

Type: Civil works.

Location of work: NIT, Kurukshetra.

SECTION-IV

PRICE BID

S. No.	Item Description	Qty	Rate (Rs.)	Total without GST	GST (Rs.)	Total with GST
1						
2	DO NOT QUOTE PRICE HERE					
3						

The quoted price must also consider the statutory provisions like water charges, Labour Cess, Income tax and other related provisions.

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

S. No.	Documents
1	Duly filled Pre-Qualification criteria
2	Copy of bidder's information regarding PAN & GST as per Annexure-1
3	Copy of tender acceptance as per Annexure-2
4	Copy of experience certificate as per Annexure 3
5	Copy of annual financial turnover as per Annexure 4
6	Copy of Integrity Pact as per Annexure-5
7	Certification of Local Content available as per MII order as per Annexure-6
8	Copy of technical compliance.
9	Name and details of Owners / Partners / Directors / MDs of the firm/company along with details of Registration with the Govt. Departments (Class & Value).
10	Copy of registration with ESIC & EPFO.

SECTION 5

PROCEDURE FOR SUBMISSION OF E-TENDER

INSTRUCTIONS TO THE TENDERERS

The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

- For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates.
- More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)
- For Registration, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). Enrollment on the CPP Portal is free of charge.
- Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital Signature Certificate requirements which comes under Download Tab at the <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page>
- While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
- NITK, Kurukshetra reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- The Tender committee constituted by the NITK, Kurukshetra shall have the right to verify the particulars furnished by the bidder independently.
- Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. NITK, Kurukshetra before quoting the rates. Properly mentioned in BOQ in this regard no claim for any extra payment for any reason shall be entertained.

- The item should be delivered at NITK, Kurukshetra, Haryana-136119, INDIA and the supplier shall be responsible for any damage during the transit of goods.
- All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
- Interested bonafide and reputed manufacturers/India agents (on behalf of their foreign principals) may submit Online bids for above item/s/work along with all requisite documents and scanned copy of Tender Fee/EMD.
- The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded Online <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
- The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
- In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
- The detailed instruction for Online submissions of bid(s) through e-Procurement module of Central Public Procurement of NIC, the bidder(s) may visit the following link: - <http://eprocure.gov.in/eprocure/app?=&service=&page>

SECTION 6

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG / J P E G formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS:

1) Bidder should log into the site well in advance for bid submission so that they can upload the

bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD (wherever applicable) as applicable and enter details of the instrument.

4) Bidder should prepare the Tender Fees/EMD (wherever applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> In the Technical Bids, the bidders are required to upload all the documents in pdf format.

2) Possession of a 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. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.

3) Tenderer are advised to follow the instructions provided in the “Instructions to the Tenderer” for the e-submission of the bids online through the Central Public Procurement Portal for e- Procurement at <https://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a) The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b) Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c) Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d) Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST.

II. For goods offered from abroad:

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Requirements.

III. Bid currencies

- a) For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b) For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like supply and installation), are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i. Name and address of the Indian agent with their permanent income tax number.
 - ii. Details of the services the agent will render
 - iii. Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees

FINANCIAL BID - Schedule of price bid in the form of BOQ format:

1. The Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <http://eprocure.gov.in/eprocure/app>
2. Bidders are advised to download this BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST.
5. The tender shall remain valid for acceptance for validity period mentioned in the Notice Inviting Tender, from the date of tender opening.

TERMS AND CONDITIONS OF THE CONTRACT

1) Name and Scope of work:

- 1.1 The name of work is Providing & Fixing of Tile Flooring in the Faculty Rooms of Electronics & Communication Engineering Department and Staff Cabin of Foundry Shop in Central Workshop at NIT, Kurukshetra.
- 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 & 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.

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 are 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 and for unsuccessful bidder after award of the bid /tender.

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 have 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 30 days through electronic fund transfer, 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 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 measurers. 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.

The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

ANNEXURE: 1

Bidder Information Form

1.	Name of Participating Firm	
2.	Full Address of Registered Office:	
3.	Permanent Account Number(PAN) No.	
4.	GST no. of the Firm	
5.	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

ANNEXURE: 2

ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(To be given on Company Letter Head)

Tender Reference No: _____ Date: _____

To,
The Director
National Institute of Technology, Kurukshetra

Sub: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization 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 we/our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
6. I/we shall have no objection in case debarred for at least 5 years by the institute for bid participation on ground of my/our refusal/failure to execute the contract after attaining the status of most competitive bidder.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-3: PAST EXPERIENCE

(On Company/Firm's Letterhead)

Tender Reference No.: - _____

Name of Tender / Work: - _____

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference

Order placed by (Full add. of Client)	Order No. & Date	Brief Description of similar work done Rate Contract with other companies/govt. organization	Value of order	Date of completion of contract

Note: Copy of all the work orders along with the work completion certificates mentioned above are to be attached.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

ANNEXURE 4: FINANCIAL TURNOVER

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

I/We hereby declare that our firm[Name of the firm] has

Annual Turnover as follows:

F.Y. 2021-22	F.Y. 2022-23	F.Y. 2023-24

1. Please attach the copy of filled Income Tax Returns for last three years.
2. Please attach the copy of counter signed Performa by the Chartered Accountant.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Counter signed by the Chartered Accountant

AFFIDAVIT REGARDING BLACKLISTING & FRAUD AND CORRUPT PRACTICES

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial stamp paper by the Agency)

I Proprietor/ Director/ Partner of the firm M/s.

.....do hereby solemnly affirm that the firm M/s. -----

has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We also declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

ANNEXURE 6: DECLARATION FOR LOCAL CONTENT

(To be given on Company Letter Head)

Sub: Declaration of Local content

Tender/Bid Reference No: _____

Name of Tender/Bid/Work: _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has _____% local content (**Provide exact %**).

3. Details of location at which local value addition made/will be made: (Complete address to be mentioned)

“*Local Content*” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully,

(Signature of the Bidder/OEM, with Official Seal)