



NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL
Telangana – India.

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**Engineering & Maintenance Unit,
NIT Warangal.**

**Name of Work: Rate Contract for waterproofing in institute buildings for 12 months period
(work has to be done in piece meal wherever and whenever required
throughout the period of agreement) at NIT Warangal.**

Tender No. 23/NITW/EMU/CIVIL/2024-25

Dt: 04.10.2024



**O/o Superintending Engineer,
Engineering & Maintenance Unit,
NIT Warangal,
Telangana-506004.**

Name of the Work: Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.

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NOTICE INVITING e-TENDER (NIeT)

1.1 General:

National Institute of Technology, Warangal invites **Open e-Tenders** from eligible applicants who fulfill Eligibility criteria as stipulated in **clause 1.4 of NIeT**, for the work **“Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.** as per detailed Specifications/drawings/Bill Of Quantities. The scope of work, qualification criteria, tender conditions and other details are displayed in Institute e-procurement website <https://eprocure.gov.in/eprocure/app>

1.2 Key details:

Tender No.	23/NITW/EMU/CIVIL/2024-25 Dt:04.10.2024
Approximate cost of work	INR 41,30,000/- (Rupees Fourty one Lakhs thirty one thousand only)
Earnest Money Deposit (EMD)	Rs 82,600/-
Tender Fee (Non Refundable)	Rs. 1180/- (Tender fee – Rs.1000 + 18% GST)
Registration Charges on e-procurement portal for one year	As per NIT Norms
Mode of Tender	e-Tender, Two cover Consists of Technical & Financial Bids
Completion period of the Work	12 months
Start Date & time of tender submission	04.10.2024 from 15:00 hrs
Last Date of Seeking Clarifications	18.10.2024 upto 15:00 hrs Queries/clarifications from bidders may addressed to undersigned through e-mail only, after due date and time shall not be acknowledged.
End Date & time of tender submission	25.10.2024 up to 15:00 hrs
Date & time of opening of Technical bid online	28.10.2024 at 15:30 hrs.
Date & time of opening of Financial bid online	Will intimate later to the successful bidders
Bid Validity Duration	90 days from the date of opening of Financial bid.
Contact Person(s) for Queries and address for Pre-Bid Meeting	O/o Superintending Engineer, Engineering & Maintenance Unit, NIT Warangal, Telangana-506004. Email: db_emu@nitw.ac.in Phone No: 0870-2462087, 2462075
Tender to be addressed to	The Director, NIT Warangal, Telangana-506004.

1.3 More useful information for submitting online bids and other details are displayed on Institute eProcurement website <https://eprocure.gov.in/eprocure/app>

Superintending Engineer
Engineering & Maintenance Unit
NIT Warangal

1.4 Eligibility Criteria:

1.4.1 General

- i. All the bidders shall **pay the EMD in e-Payment, DD or Banker's Cheque of a nationalized bank** and this will be the primary requirement to consider the bid as responsive.
- ii. All the bidders shall **pay the Tender Fee (Non Refundable) in e-Payment only** and this will be the primary requirement to consider the bid as responsive.
- iii. The Bank Details of NITW for payment through NEFT/RTGS. Beneficiary Name: DIRECTOR NITW, Account No.: 52109375198, IFSC Code: SBIN0020149, Bank Name: State Bank of India, Branch address: NIT Complex, Hnk-Kazipet main road, Warangal - 506004.
- iv. The Bidder shall possess valid Civil contractor's license in appropriate class.
- v. The Bidder must have similar nature of work experience in any NITs/IITs/ Government Organization/PSUs/Any other autonomous bodies in the last 7 years along with proof of execution by providing copies of completion certificates etc.
- vi. Bidder should possess valid GST, ESI, EPF registrations as per Govt. rules.
- vii. Copy of PAN card with a copy of latest income tax returns submitted with proof of receipt and a copy of cancelled cheque.
- viii. Minimum manpower deployment with organisation chart including managers, Engineers to be submitted.
- ix. **Firms In eligible to Tender:**
 - a. Blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business.
 - b. A retired officer of the I. of unified AP/Telangana or II. Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
 - c. The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
 - d. The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
 - e. The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
 - f. Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and step daughters.
2. Son-in-law and daughter-in-law.
3. Brother-in-law and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

1.4.2 Work Experience:

The Tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last SEVEN years ending last day of the month previous to the month of tender submission as given below:

- i. At least “**one similar work** “of 80% **estimated value of work** or more.

OR

- ii. “**Two similar works**” each of value of 50% **estimated value of work** or more.

OR

- iii. “**Three similar works**” each of value of 40% **estimate value of work** or more.

The similar nature of work shall involve civil works in any NITs/IITs/Government Organization/PSUs/Any other autonomous bodies.

Notes:

- a) The tenderer shall submit details of works executed by them in the Performa prescribed in **Appendix-IV** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**
- b) For ongoing works, substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract will be considered.
- c) The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% percent per annum and shall be updated to last day of the month previous to the month of tender submission for Indian Rupees and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- d) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation.

1.4.3 Financial Standing:

The Tenderers will be qualified only if they have minimum financial capabilities as below:

- i) **T1-Liquidity:** Solvency certificate from any scheduled bank not earlier than one year before the last date of submission of tender may be included. Solvency of the amount equal to 40% of the Estimated Cost put to tender.
- ii) **T2 - Profitability:** The bidder should not have incurred any loss (profit after tax should be positive) in more than Two years during available last five Consecutive balance sheet, duly audited and certified by the Chartered account
- iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year.
- iv) **T4 - Annual Turnover:** Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

Notes:

- a) Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-V of FOT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant his stamp and signature in original with membership number and firm registration number with UDIN number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the

financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

- b) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.5 The Tender documents consist of:

VOLUME-I

- 01 Notice Inviting e-Tenders (NIeT)
- 02 Instructions to the Tenderers (ITT)
- 03 Conditions of Contract (CC)

VOLUME-II

- 04 Scope of Work

VOLUME-III

- 05 Financial Bid/Bill of Quantities (BOQ)
- 06 Form of Tenders (FOT)/APPENDIX

1.6 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 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 as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date 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 coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 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 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 (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.
- 9) 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.

**For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787**

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support- eproc@nic.in

Policy Related - cphp-doe@nic.in

- 1.7 NITW reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NITW for rejection of his proposal.
- 1.8 Tenderers may obtain further information/ clarification, if any, from O/o Executive Engineer Civil, Engineering & Maintenance Unit, NIT Warangal, and Telangana-506004.
- 1.9 For any complaints Tenderers may brought to the notice of CVO, NIT Warangal, Telangana-506004.

**Superintending Engineer
Engineering & Maintenance Unit
NIT Warangal**

VOLUME-I

2. INSTRUCTIONS TO TENDERERS (ITT)

2.1 GENERAL INSTRUCTIONS:

- 2.1.1 A Tenderer shall submit only one bid. If a tenderer submits more than one bid against a tender, then all the bids submitted against the tender will become invalid
- 2.1.2 The Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents. The Tenderer and any of his personnel should obtain prior permission by the Employer to enter upon his premises and lands for the purpose of such inspection.
- 2.1.3 Canvassing whether directly or indirectly, in connection with Tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 2.1.4 The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform.
- 2.1.5 The competent authority reserves the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rate quoted.
- 2.1.6 The contractor shall not be permitted to tender for works in case the division responsible for award and execution of contracts, in which his near relative is posted a Division or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive).
- 2.1.7 He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the institute. Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- 2.1.8 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall be communicated through on line at Institute e-procurement website.
- 2.1.9 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
- 2.1.10 All documents relating to the tender shall be in the English Language only. The bidders who are desirous of participating in e-procurement portal shall submit their technical bids, price bids etc., through online in the standard prescribed in the tender documents, displayed at Institute e-procurement website. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2.2 TENDER VALIDITY

- 2.2.1 The Tender shall be valid for a period of **90 days from the Date of opening of financial bid**. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period.
- 2.2.2 During the above-mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 2.2.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such

request to the tenderers shall be made in writing. A tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

2.3 EARNEST MONEY DEPOSIT:

2.3.1 **All the bidders shall submit the EMD in e-Payment gate way system, DD or Banker's Cheque** along with Bid documents.

2.3.2 The 2% EMD of unsuccessful tenderers will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier.

2.3.3 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the Tender. The EMD of a nationalized bank or e-payment shall be valid for three months and extendable in case any valid extension of contract period is granted.

2.3.4 If an acceptable EMD is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it a non-responsive and their Technical package shall not be opened and if opened then, it will not be evaluated. No post bid clarification shall be sought on EMD.

2.3.5 The EMD of the successful Tenderer shall be returned after receipt of performance security or being adjusted to Performance Security.

2.3.6 The EMD shall be forfeited:

- a) If the Tenderers withdraws his Tender during the period of Tender validity,
- b) If the Tenderers does not accept the correction of his Tender price,
- c) If the successful Tenderers refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time specified by the Employer.

2.3.7 EMD's submitted after due date and time shall not be accepted and online tenders of such Tenderers shall liable to be rejected summarily. We will not be responsible for delay, loss or non-receipt of 'EMD' sent by post/ courier.

- i. During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be uploaded on the e-tendering portal within the date given in NIT which shall be available for all the prospective Tenderers who have purchased the tender document in the tender period.
- ii. Sub-contracting shall be generally limited to 50% of the Contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the contractor. All the sub-contractors are to be approved from Employer.

2.4 PREPARATION OF BIDS

2.4.1 The bidders must ensure that bids are submitted in two-part bid system (i.e.) Technical bid and Financial (Price) bid as separate.

2.4.2 **Technical bid:** The technical bid should consist of all technical details/brochures along with commercial terms and conditions, financial standings as TECHNICAL BID with Tender No. and date and time of closing and the bidder's name and address. No prices should be included in technical bid.

2.4.3 **Financial (Price) Bid** should indicate item-wise Bill of quantities (BOQ) for the items with firm and fixed rates/percentage in figures and words super-scribed with the Tender No. and date of closing of the Tender with name of supply/work and the bidder's Name and address. The price bid should not contain any conditional clauses. No price escalation for any reasons whatsoever is allowed. All prices should be given in Indian Rupees only.

- 2.4.4 The technical and the financial bids duly signed by the bidders or their authorized signatories with name and seal should be put in separate covers and sealed (scanned in case of online submission).

2.5 SUBMISSION OF TENDERS

- 2.5.1 The Tenderers shall submit their tender on-line on e-tendering website.
- 2.5.2 Tenders must be submitted not later than the date and time specified. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 2.5.3 The competent authority of NIT Warangal may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Executive Engineer, Engineering and Maintenance Unit NIT Warangal and the Tenderers will remain same as previously.
- 2.5.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.6 TENDER OPENING AND EVALUATION:

- 2.6.1 All the bidders shall invariably pay the EMD in e-Payment gate way system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, in the e-procurement system and open the price bids of the responsive bidders. Tenders of those tenderers who have not submitted valid "EMD" shall be considered as non-responsive and liable to be rejected summarily.
- 2.6.2 The tenders shall be opened online by the opening committee on due date at time of tender opening. On opening of the Tender, NITW will first check the tender fee and EMD through online mode by cross verifying with the hard copy submitted or with the details of online transaction.
- 2.6.3 The Technical Package of all Tenderers who have submitted a valid EMD and tender fee shall be opened in the presence of representatives of Tenderers who choose to attend on date & time as mentioned in tender document in the office. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 2.6.4 Technical packages will first be evaluated as per tender requirements.
- 2.6.5 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.
- 2.6.6 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.
- 2.6.7 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.
- 2.6.8 The evaluation of Financial Proposals by the Employer will consider, in addition to the tender amounts, the following factors:
- a)Arithmetical errors corrected by the Employer
 - b) Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- 2.6.9 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not

be considered in tender evaluation.

- 2.6.10 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates/percentage quoted. Any alteration in BOQ will not be given any cognizance.
- 2.6.11 For tenders up to 15% less than estimated cost of work, no additional security deposit is required. But for tenders less by more than 15% of estimated cost of work, a bank guarantee or demand draft for the difference between the tendered amount and 85% of estimated value should be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract. The bank guarantee for additional security deposit should be valid till completion of work in all aspects.
- 2.6.12 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and If there is a discrepancy between words and figures, the amount in words shall prevail.
- 2.6.13 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and EMD forfeited.
- 2.6.14 Tenders will be compared in Indian Rupees only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India.
- 2.6.15 Selection of Tenderer among the lowest & equally quoted tenderers will be in the following orders:
- The tenderer whose bid capacity is higher will be selected. Bid capacity will be calculated as below:-
Available Bid Capacity - The bidder should possess the bidding capacity as calculated by the specified formula. The formula generally used is:

Available bid capacity = A x M x N -B, where

A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress

M = Multiplier Factor (usually 1.5)

N = Number of years prescribed for completion of the work in question.

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years.
 - In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.
- 2.6.16 The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be considered in tender evaluation.
- 2.6.17 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

2.7 Award of Contract

- 2.7.1 The Employer will award the Contract to the tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents and who has offered the Lowest Evaluated Tender Price
- 2.7.2 Employer's Right to Accept one or more tenders and to Reject any or all Tenders
- 2.7.3 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.
- 2.7.4 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the EMD, the Employer may terminate the Contract in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause.
- 2.7.5 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer that his tender has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the employer from the unsuccessful Tenderers.
- 2.7.6 The Work order/ Letter of Acceptance will constitute a part of the contract.
- 2.7.7 The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement of the contract within 21 days from the date of issue of the Letter of Acceptance(as per GFR Rule 225(vi))



VOLUME-I

3. CONDITIONS OF CONTRACT (CC)

3.1 GENERAL

3.1.1 The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Agreement
- 2) Work order/Letter of Acceptance, notice to proceed with the works
- 3) Contractor's Tender (Technical bid)
- 4) Conditions of contract
- 5) Scope of work & Specifications
- 6) Drawings
- 7) Financial Bid/Bill of quantities (Price-bid)
- 8) Any other document listed as forming part of the Contract.

3.1.2 The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

3.1.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

3.1.2 Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3.1.3 The Contractor shall co-operate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Engineer-in-charge.

3.1.4 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

3.1.5

TECHNICAL AGENTS:

The contractor shall employ the following technical staff during execution of work, unless he himself is technically qualified person.

1. One Graduate Engineer and One Diploma Holder for works costing more than Rs. **1.00 Crore**.
2. One Graduate Engineer or two Diploma Holders for works costing between **Rs. 50.00 lakhs and Rs. 1.00 Crore**.

One Diploma holder for works costing between **Rs. 25.00 lakhs and Rs. 50.00 lakhs**

3.1.6

If Failure to employ the required technical staff by the contractor, would entail the following amounts of recoveries from the contractors.

1. Rs. 45, 200/- per month for One Graduate Engineer
2. Rs. 35, 600/- per month for One Diploma Holder

NOTE:

1. The Technical staff should be on full time and available at site whenever required by Engineer in charge to take instructions.

2. The names of the technical staff to be employed by the contractor should be furnished in the statement enclosed separately.

3. In case the contractor is already having more than one work on hand and if he is himself qualified Engineer and has undertaken more than one work at the same

Time he should employ separate technical person on each work.

4. If the contractor fails to employ technical subordinate, the work will be suspended or the Institute will engage a technical subordinate and recover the cost thereof, from the contractor. In cases where the Institute has not engaged a technical subordinate a fixed sum will be recovered from the tenderer. This sum will be fixed by the Project Engineer. The decision of Project Engineer will be final.

- 3.1.6 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the sole responsibility of the Contractor
- 3.1.7 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.
- 3.1.8 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.
- 3.1.9 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.
- 3.1.10 The contractor shall make requisition for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity for the cost of power consumed by him.
- 3.1.11 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules. The power shall be used for Bonafide Departmental work only.

3.2 Performance Bank Guarantee/Security deposit

- 3.2.1 To To ensure due performance of the contract, Performance Bank Guarantee to be submitted by the successful bidder shall be **5%** of the contract amount to be submitted in the form as prescribed in FOT. Performance Bank Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion including defects liability period of all contractual obligations. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ **5%** of the amount of the supplementary agreement. The PG received against the original work shall be released/adjusted as per contract conditions. PBG may be furnished in the form of an account pay demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the
- 3.2.2 Performance Guarantee is to be furnished within **14 days after issue of Letter of Acceptance (LOA)** and The PBG will remain valid for a period of **60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)**. For extension of time for submission of PG beyond stipulated time period, the approving authorities may include provision of suitable interest chargeable on per day basis
- 3.2.3 In addition to the Performance Bank Guarantee, **2.5% Security Deposit/ retention money of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.** The contractor may, at his option, replace the retention amount with an unconditional BG from a bank and it should remain valid for a period of **60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)**.
- 3.2.4 The performance Guarantee/Security Deposit will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract.

3.3 Safety Precautions:

- 3.3.1 The contractor shall bring all necessary Tools & Plants for executing the entire work. No additional cost shall be paid for this. Safety of the personal and material will be the responsibility of the contractor.
- 3.3.2 The contractor during the execution of work shall follow the Indian electricity rules, Indian electricity act all the other statutory rules regulation acts as available on date during execution of the work.
- 3.3.3 For any work necessitating shut down for executing the work even for a short duration, the contractor will ensure proper co-ordination with E&M unit electrical staff.

- 3.3.4 Only authorized staff of Contractor having proper Photo Identity Card with Permission granted by NIT Warangal, shall be permitted to work.
- 3.3.5 Smoking is strictly prohibited at workplace.
- 3.3.6 Nobody is allowed to work without wearing safety helmet & foot protection. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
- 3.3.7 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
- 3.3.8 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
- 3.3.9 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
- 3.3.10 All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
- 3.3.11 Adequate illumination at workplace shall be ensured before starting the job at night.
- 3.3.12 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
- 3.3.13 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
- 3.3.14 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
- 3.3.15 All electrical connections shall be made using 3 or 5 core cables, having a earth wire. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
- 3.3.16 All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
- 3.3.17 No children shall be allowed to enter the workplace.
- 3.3.18 All the lifting tools and tackles shall be stored properly when not in use.
- 3.3.19 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

3.4 Work Programme:

- 3.4.1 The Contractor shall furnish a programme within **7 days** of the work order showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed, shall obtain the approval of the Engineer-in-charge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineering and Maintenance Unit NIT Warangal. No revised program shall be operative without approval of Engineering and Maintenance Unit NIT Warangal.
- 3.4.2 The Engineering and Maintenance Unit NIT Warangal shall have all times the right; without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receive such directions proceed in the order directed. The contractor shall also report the progress to the Engineering and Maintenance Unit NIT Warangal within 7 days of the Executive Engineer's direction to alter the order of progress of works.
- 3.4.3 The Contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

3.5 Possession of the Site.

- 3.5.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Contractor.

- 3.5.2 The Contractor shall provide the Engineer-in-Charge and any person authorized by the Engineer-in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

3.6 Completion Time

- 3.6.1 The contractor shall commence the works on site within the period specified under contract conditions after the receipt by him of a written order to this effect from the Engineering and Maintenance Unit, NIT Warangal and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineering and Maintenance Unit NIT Warangal, or be wholly beyond the contractor's control.
- 3.6.2 The completion time and rate of work progress to be as mentioned in contract terms.
- 3.6.3 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Engineering and Maintenance Unit NIT Warangal will, with the Executive Engineer's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Engineering and Maintenance Unit, NIT Warangal, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Engineering and Maintenance Unit NIT Warangal to give possession in accordance with the terms of this clause, the Engineering and Maintenance Unit NIT Warangal shall grant an extension of time for the completion of works.
- 3.6.4 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.
- 3.6.5 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.
- 3.6.6 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-in-Charge. The contractor should furnish progress report indicating the programme and progress once in a month. The Engineer-in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Engineer-in-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Engineer-in-Charge for slowing down the work will however be duly considered while granting extension of time if asked by the contractor for which no extra payment will be entertained.
- 3.6.7 The Engineering and Maintenance Unit NIT Warangal shall extend, in accordance with the NITW orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 3.6.8 The Engineer-in-Charge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

3.7 Delays and extension of time:

- 3.7.1 No claim for compensation on account of delays or hindrances to the work by any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Engineering and Maintenance Unit NIT Warangal or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Executive Engineer, are undoubtedly beyond the control of the contractor. The Executive Engineer

shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty-five per cent in excess or the actual working period so lost.

- 3.7.2 In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Engineering and Maintenance Unit NIT Warangal whose decision will be final and binding. The contractor shall lodge in writing with the Executive Engineer a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.
- 3.7.3 Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Executive Engineer as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Engineering and Maintenance Unit NIT Warangal or other competent authority when ordering such alterations or additions.
- 3.7.4 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts: If, at any time, the Engineer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in-Charge to take suitable action.

3.8 Suspension of works by the Contractor:

- 3.8.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Engineer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default, Engineer-in-Charge shall take action in accordance with this Clause.
- 3.8.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Engineer-in-Charge the Contract will be terminated.
- 3.8.3 If the Contractor has abnormal delayed the completion of works the Contract will be terminated under Clause.
- 3.8.4 The contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.
- 3.8.5 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

3.9 Management Meetings:

The Engineer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

3.10 QUALITY CONTROL

3.10.1 Identifying Defects:

The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defects

3.10.2 Tests:

If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

3.10.3 Correction of Defects:

The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor. Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-in-Charge's notice.

3.10.4 Uncorrected Defects:

If the contractor has not corrected the defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.

3.10.5 In addition to the normal inspection by the regular staff in-charge of the Construction/Repairs and Renovation of work, the work will also be inspected by the authorized officer by the Director, NIT Warangal for Quality control and any other authorized external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer-in-Charge of the execution of the work.

3.11 COST CONTROL

3.11.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

3.11.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

3.12 Variation in the Quantities:

The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work. The payment of rates for such supplemental items of work will be regulated as under;

- i. Supplemental items directly deducible from similar items in the original agreement.
- ii. The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labor between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.
- iii. Similar items but the rates of which cannot be directly deduced from the original agreement. Purely new items which do not correspond to any item in the agreement. The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

3.12.1 Extra Items:

- i. Extra items shall be allowed but it should be ensured that at any time it should not exceed the contract limit by 10% also if supplementary agreement has to be executed it shall be done immediately prior to completion of work.
- ii. The contractor shall before the 15th day of each month, submit in writing to the Executive Engineer a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

3.12.2 Entrustment of additional items:

- i. Where ever additional items contingent on the main work and within the scope of original agreement are to be entrusted to the original contractor dispensing with bids, Entrustment of such items shall be at rates not exceeding the estimated rates based on the approval of the Executive Engineer.
- ii. Entrustment of the additional items contingent on the main work will be authorized by the Engineering and Maintenance Unit NIT Warangal. For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

3.13 Payments and Certificates:

3.13.1 The Contractor should submit the detailed measurements of work done and the same will be 100% checked by the concerned representative of NIT Warangal in presence of contractor. The contractor will re-submit the measurements after attending the corrections if any for processing the bill.

- 3.13.2 The Engineer-in-charge shall check the Contractor's monthly statement within 14 days.
- 3.13.3 The value of work executed shall be determined by the Engineer-in-charge.
- 3.13.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 3.13.5 The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 3.13.6 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any authorized officer of the department not lower in rank than a Supervisor/Junior/Assistant Engineer and check measured by any officer not lower in rank than a Assistant Engineer/ Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of checking of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorised representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorised agent and check measure them even in the absence of the contractor.
- 3.13.7 Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfilment of the contract. The amount withheld from the final bill will be retained under deposits and paid to the after a period of contractual obligations as all defects shall have been made good according to the true intent and meaning thereof.
- 3.13.8 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS/CPWD or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the NITW or at any time thereafter from the payments deposits available with the NITW and any other department.
- 3.13.9 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfilment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.
- 3.13.10 No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 15 days of its occurrence.
- 3.13.11 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.
- 3.13.12 For intermediate Stage of work, only part rates as fixed by the Engineer-in-Charge will be paid.
- 3.13.13 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
- 3.13.14 Full rate shall be paid when the work is completed to the full profile as noted in the drawings.
- 3.13.15 For the structure works either with masonry or concrete where the height of structure is more than three meters, the quantities executed in the lower level will be withheld at the rate of one percent for every three meters height, if the balance height of the structure work is more than three meters in being over the executed level and the same will be released only after the entire work is completed as certified by the Engineer-in-Charge.
- 3.13.16 No omission by the Executive Engineer or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

3.14 Certificate of Completion of works:

- 3.14.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-in-Charge accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by

the Contractor for the Engineer-in-Charge to issue a Certificate of completion in respect of the Works. The Engineer-in-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge's opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty-one days of completion to the satisfaction of the Engineer-in-Charge of the Works so specified and making good of any defects so notified.

3.14.2 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:

- a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
- b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the Department.

3.14.3 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

3.15 Price Adjustment: Not permissible.

3.16 Mobilisation Advance: Not permitted.

3.17 **Liquidated damages:**

If the Contractor fails to complete work within the time specified in the Contract or any extension thereof, the Institute shall recover from the Contractor as Liquidated Damages at the rate of 0.5% of work order value per week subject to a maximum of 10% of the work order value.

Insurance:

The Goods/works, supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

3.18 **Defect Liability Period/Warranty:**

3.18.1 The Contractor shall guarantee that the material supplied shall comply fully with the specifications laid down, for material, workmanship and performance after acceptance of the material.

3.18.2 The completion time and rate of work progress to be as mentioned in contract terms.

3.18.3 Repairs to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

3.18.4 The Contractor shall supply to the Engineer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-in-Charge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

3.19 **Abandonment, Suspension or Termination by Notice**

3.19.1 If the contractor fails to carry out any of his obligations, or if the contractor is not executing the works in accordance with the contract, the engineer may give notice to the contractor requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.

3.19.2 NITW may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to Contractor who shall immediately make arrangements to stop the Services and minimize expenditure.

3.19.3 If NITW considers that CONTRACTOR is not discharging his obligations NITW can inform the CONTRACTOR by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by CONTRACTOR. NITW can by further notice terminate the Agreement provided that such further notice is given within 30 days of the NITW's former

notice.

- 3.19.4 If CONTRACTOR is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then NITW may terminate the Services of the CONTRACTOR.
- 3.19.5 NITW may complete the project by whatever method may be deemed expedient and the CONTRACTOR shall not be entitled to receive any further payment.
- 3.19.6 Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between both parties, failing which the same shall be referred to arbitration in accordance with Clause.

Conditions leading to termination of contract:

- 3.19.7 The employer shall be entitled to terminate the contract if the contractor or any one of its constituents. Fails to comply with a notice abandons or repudiated the contract without reasonable excuse acceptable to the engineer, fails to commence the works in accordance with the contract.
- 3.19.8 sub contracts the whole of the works or assigns the contract without approval of the employer become bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction persistently disregards instructions of the engineer or contravenes any provisions of the contract, or
- 3.19.9 fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or
- 3.19.10 fails to remove materials from the site, or pull down and replace work, after receiving notice from the engineer to the effect that the said materials or works have been condemned or rejected, or fails to take steps to employ competent and/or additional staff and labor, or fails to afford the engineer or his representative proper facilities for inspecting the works or any part thereof, or indulges in corrupt or fraudulent practices.

3.20 Claims, Disputes, Conciliation and Arbitration

- 3.20.1A Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by NITW.
- 3.20.2If the CONTRACTOR intends to claim any additional payment under any clause of these Conditions or otherwise, the CONTRACTOR shall give notice to NITW as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The CONTRACTOR shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 3.20.3The CONTRACTOR shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting NITW's liability, NITW shall on receipt of such notice, inspect such records, monitor the record-keeping and/or may instruct the CONTRACTOR to keep further contemporary records. The CONTRACTOR shall permit NITW to inspect all such records, and shall (if instructed) submit copies to NITW.
- 3.20.4Within 28 days of such notice, or such other time as may be agreed by NITW, the CONTRACTOR shall send to NITW a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed

Disputes shall be settled through two stages:

- 3.20.5 Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- 3.20.6Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

Jurisdiction of Courts

- 3.20.7 Where recourse to a Court is to be made in respect of any matter, the court at Warangal/Hanumakonda shall have the exclusive jurisdiction to try all disputes between the parties.

3.21 Force Majeure

- 3.21.1 If, at any time during the period of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- 3.21.2 Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 3.21.3 The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 3.21.4 If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- 3.21.5 In case of doubt, or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
- 3.21.6 Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- 3.21.7 If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

3.22 Corrupt and fraudulent practices

- 3.22.1 The employer requires that the bidders/ contractors, their designated contractors and/or their agents observe the highest standards of ethics during tendering and execution of this contract. In pursuance with this policy, the employer:
- 3.22.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value of employer, engineer or any of their employees, influence in the procurement process or in contract execution; and
- 3.22.3 “fraudulent practice” means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

Breach of any of the contract condition during execution.

- 3.22.4 Will reject the tender for the work or rescind the contract if the employer determines that the bidder/ contractor has engaged in corrupt or fraudulent practices.
- 3.22.5 Will declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract/s if he at any time determines that the contractor has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.
- 3.22.6 The successful bidders/ contractors shall apprise the employer through chief vigilance officer, NITW of any fraud/ suspected fraud as soon as it comes to their notice.

3.23 Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

3.24 Water Supply: The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor. However, the water may be utilized for the work subject to the availability of water at site.

3.26 Electrical Power: If the supply is arranged by the Department to the contractor for other than work site necessary Tariff rates shall have to be paid based on the prevailing rates. The contractor will pay the bills for the cost of power consumed by him. The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules. The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labor of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-in-Charge.

3.27 Land for Contractor's use:

The contractor will be permitted to use NITW land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labor staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and at least 10 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account. The Engineer-in-Charge reserves the right to refuse permission for use of any NITW land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the NITW land given to him.

3.28 Surrender of Occupied Land:

- a) The NITW land as here in before mentioned shall be surrendered to the Engineer-in-Charge within seven days, after issue of completion certificate. Also, no land shall be held by the contractor longer than the Engineer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-in-Charge, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.
- b) The contractor shall make good to the satisfaction of the Engineer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Executive Engineer on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Executive Engineer. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

3.29 Contractor not to dispose of Soil etc. :-

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the

Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

3.30 Payment for Camp Construction:

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and bids.

3.31 Explosive and Fuel Storage Tanks:

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Telangana State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

3.32 The contractor shall, make his own arrangements for the engagement of all staff and Labour, local or other, and for their payment, housing, feeding and transport. Labour importation and amenities to Labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of Labour amenities to Labour and staff.

3.33 The contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a written in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of Labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Engineer-in-Charge may require.

3.34 Transportation of Labour:

- i. The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.
- ii. The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Executive Engineer concerned before commencement of work.

3.35 Fair Wage Clause:

- i. The contractor shall pay not less than fair wages to labor engaged by him on the work.
- ii. "Fair" wages mean wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.
- iii. The contractor shall not with-stand the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labour had been directly employed by him.
- iv. In respect of labour directly or indirectly employed in the works for the purpose of the contractor's part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labour to the satisfaction of the Executive Engineer.

- v. The Executive Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labour and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.
- vi. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- vii. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.
- viii. Any violation of the conditions above shall be deemed to be a breach of his contract.
- ix. Equal wages are to be paid for both men and women if the nature of work is same and similar.
- x. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.
The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.

3.36 Compliance to labor laws:

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Engineer-in-charge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department. The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

3.37 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

- (a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years’ services or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal

- Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
 - (g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
 - (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
 - (i) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
 - (j) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.
 - (k) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
 - (l) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.
 - (m) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
 - (n) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate of 1% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
 - (o) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3.38 Liabilities of the Contractor:

- i. Accident Relief and workmen compensation:
The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Executive Engineer of the Department the act of such accident. The contractor shall indemnify NITW against all loss or damage sustained by the NITW resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by NITW as a consequence

- of NITW failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.
- ii. In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Executive Engineer to retain such sum of money which may in the opinion of the Executive Engineer be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause. The contractor shall at all times indemnify the NITW against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.
- iii. Contractor's Staff, Representatives and Labour:
- (a)

TECHNICAL AGENTS:

The contractor shall employ the following technical staff during execution of work, unless he himself is technically qualified person.

1. One Graduate Engineer and One Diploma Holder for works costing more than Rs. **1.00 Crore.**
 2. One Graduate Engineer or two Diploma Holders for works costing between **Rs. 50.00 lakhs and Rs. 1.00 Crore.**
- One Diploma holder for works costing between **Rs. 25.00 lakhs and Rs. 50.00 lakh**

- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.
- (c)

Failure to employ the required technical staff by the contractor, would entail the following amounts of recoveries from the contractors.

1. Rs. 45, 200/- per month for One Graduate Engineer
2. Rs. 35, 600/- per month for One Diploma Holder

NOTE:

1. The Technical staff should be on full time and available at site whenever required by Engineer in charge to take instructions.
2. The names of the technical staff to be employed by the contractor should be furnished in the statement enclosed separately.
3. In case the contractor is already having more than one work on hand and if he is himself qualified Engineer and has undertaken more than one work at the same Time he should employ separate technical person on each work.
4. If the contractor fails to employ technical subordinate, the work will be suspended or the Institute will engage a technical subordinate and recover the cost thereof, from the contractor. In cases where the Institute has not engaged a technical subordinate a fixed sum will be recovered from the tenderer. This sum will be fixed by the Project Engineer. The decision of Project Engineer will be final.

- iv. Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labour including controlled commodities.

- v. Relationship :
Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Telangana of the rank Assistant Engineer and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Department of Government of Telangana.
- vi. Protection of adjoining premises:
The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

3.39 Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-in-Charge and
- (iii) The construction programme given by the Contractor and agreed upon by the Engineer-in-Charge envisages such night working or working during Sundays or authorized holidays.

3.40 Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Engineer-in-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-in-Charge.

3.41 Plant and Equipment:

- a. The contractor shall have sufficient plant, equipment and labor and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.
- b. It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.
- c. The department shall supply such of the machinery that may be available on hire basis but their supply cannot d. be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.
- d. The acceptance of departmental machinery on hire is optional to the contractor.

3.42 Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-in-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

- i. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-in-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-in-Charge shall

then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

ii. **Contract documents and materials to be treated as confidential:**

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

3.43 General obligations of Contractor:

- i. The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
- ii. The contractor shall promptly inform the Department and the Engineer-in-Charge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.
- iii. If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Engineer-in-Charge's decisions.
- iv. Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

3.44 Security measures:

- a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- b) All contractors' employees, representatives shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labor will not be required to wear identification badges.
- c) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non-working period including nights, Sundays and holidays for duration of the contract.
- d) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- e) Separate payment will not be made for provision of security services.

3.45 Firefighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for the provision of fire prevention measures.

3.46 Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Engineer-in-Charge may enforce them at the expenses of the Contractor.

3.47 Training of personnel:

The contractor, shall, if and as directed by the Engineer-in-Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Engineer-in-Charge in consultation with the contractor.

3.48 Ecological balance:

- a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.
- i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-in-Charge.
 - ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.
 - (iv) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.
 - (v) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during this operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
 - (vi) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor, Orders of the Engineer-in-Charge in this respect would be final and binding on the contractor.

3.49 Preservation of existing vegetation:

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or tricking of grass areas by equipment. Care shall be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

- b) All the produce from such cutting of trees by the contractor shall remain the property of NITW and shall be properly stacked at site, approved by the Engineer-in-Charge. No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-in-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.
- c) The contractor shall also decide of fuel deposits for supply of required fuel for the labor to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

3.50 Possession prior to completion:

The Engineer-in-charge shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of APSS except where expressly otherwise specified by the Engineer-in-charge.

3.51 Access to the contractor's books:

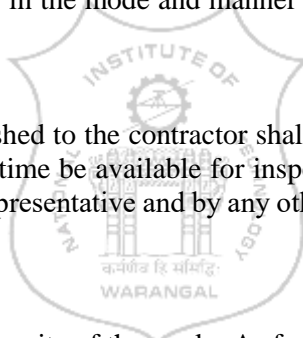
Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.

3.52 Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the Engineer-in-Charge's representative and by any other persons authorized by the Engineer-in-Charge in writing.

3.53 Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Project/Executive Engineer, Engineering and Maintenance Unit NIT Warangal will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Project/Executive Engineer.



VOLUME-II

4. SCOPE OF WORK

4.1 GENERAL

The contractor shall execute the work i.e. **Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.** as per BOQ & Specifications.

4.1.1 The work shall be executed as per CPWD General Specifications for Civil & Electrical Works, amended up to date, relevant BIS codes and as per directions of Engineer-in-charge.

4.1.2 **Any other items, which are not specifically included in the scope of works but are essential for the successful operation of the system, shall be provided by the bidder.**

4.1.3 Nothing in these specifications shall be construed to relieve the successful tenderer of his responsibility for design, manufacture and installation of the equipment with all accessories in accordance with the applicable statutory and safety regulations in force, BIS recommendations and CPWD standards

4.1.4 The necessary tools, tackles, material and labour required for all the works mentioned here under to complete the works up to the satisfaction of engineer is in the scope of the contractor. No additional payment will be made for the same.

4.1.5 The contractor strictly adheres to all statutory compliance's government rules and regulations

- a) Compliance with Payment of minimum wages, ESI, PF and Other labour regulations and work man compensation acts.
- b) Factorie's Act 1948
- c) Indian Electricity Acts & CEA regulations.
- d) Child Labour Acts
- e) SHE (safety, Health, Environmental) standards.
- f) B.I.S & other standards as applicable.

4.2 DELIVERY SCHEDULE:

4.2.1 The contractor(s) shall start the work within 07 days from the date of issue of work order /Instructions from time to time by engineer-in-charge.

4.2.2 Delivery is the essence of the contract. In case there is any deviation in the delivery schedule, liquidated damages will be levied for the delayed period. Therefore, it should be ensured that all the items should be delivered within Specified time from the date of receipt of Work Order at site.

4.2.3 If the supply of material is delayed due to reason of force majeure such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes etc., and supplier shall give notice within 15 days to Institute in writing of his claim for an extension of time. The Institute on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

4.3 INSPECTIONS AND TESTS

4.3.1 The Employer or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Employer (The inspection costs including travelling, boarding and lodging shall be in the scope of the successful bidder).

4.3.2 The inspections and tests may be conducted in the premises of the manufacturer/contractor. If conducted on the premises of the Contractor, all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to the Employer.

4.3.3 Should any inspected or tested Goods fail to conform to the specifications, the Employer may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Employer.

4.3.4 The Employer's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Employer or its Representative prior to the Goods shipment.

4.3.5 If required, the contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in

- connection therewith including fee for testing. The said cost of tests shall be borne by the Contractor.
- 4.3.6 The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- 4.3.7 All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- 4.3.8 Copies of all documents like routine and type test certificate of the installation /equipment / tests carried out at manufacturers premises shall be furnished as required.
- 4.3.9 The contractor shall be fully responsible for the safe custody of the materials/works.

4.4 Manuals and Drawings

- 4.4.1 Along with the tender, the tenderer shall furnish along with the tender detailed literature, product leaflets, and performance data related to all the pieces of equipment offered.
- 4.4.2 The successful tenderer is also required to submit the following drawings in triplicate for approval before manufacture of the equipment and commencement of the work.
- Bar chart indicating the completion of various activities with dates.
 - General arrangement drawing of the equipment including layout drawing complete With dimensions.
 - Weights of the assembled equipment including dynamic loads imposed by the Equipment.
 - Details of foundations that will be required for the equipment.
 - Electrical control schematic diagram.
- 4.4.3 Before the Goods and Services are taken over by the Employer, the Contractor shall supply of manuals together with AS BUILT DRAWINGS of the goods and equipment. These shall be in such detail as will enable the Employer to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 4.4.4 It shall be the obligation of the Contractor to train and familiarize the designated person by the Employer in regard to the operation manual and drawings

4.5 Construction, Installation & Commissioning:

- 4.5.1 The Contractor shall execute the work in any buildings of the NIT Warangal premises as directed by the Engineer in charge.
- 4.5.2 While executing work, if any minor modification/alteration is to be done by the contractor as advised by site engineer, nothing shall be paid extra.
- 4.5.3 The contractor during the execution of work shall follow the Indian Electricity act & all other statutory rules, regulations Acts as available & applicable on date during the period of contract.
- 4.5.4 For any work necessitating shut down for executing the work even for a short duration, the contractor will ensure proper co-ordination with E&M unit electrical staff.
- 4.5.5 The contractor will have to submit the list of authorized/competent staff along with a set of photo identity cards to whom permission will be required to be issued by the NITW.
- 4.5.6 The contractor team shall be equipped with necessary communication facility at site of work. There should be at least one qualified supervisor who will control his man-power & obtain necessary instruction form NITW's representative/supervisor at site of work.
- 4.5.7 Any damage/breakage to the NITW property during the execution of work will be at the risk & cost of the contractor.
- 4.5.8 Contractor shall ensure the safety of its own personnel and equipment's and any other persons involved in installation and commissioning activities.

4.6 COOPERATION WITH OTHER AGENCIES

- 4.6.1 The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

4.7 CONTRACT COMMENCEMENT DATE:

The Contract shall come into effect from the date of issue of the Letter of Acceptance (LOA) or Work Order or Employer's Notice to Proceed (NTP) or agreement whichever is earlier.

4.8 COMPLETION PERIOD

- 4.8.1 The work shall be completed in all respects and handed over to the department within the period specified. The date of successful completion of the prescribed testing at site after installation and handing over the installation to the department shall be taken as the date of completion of the work. DLP period if any will commence from this date.
- 4.8.2 The completion period is **Twelve (12)** months from the date of handing over of site. The successful bidders will be empanelled for the same period.

4.9 DEFECT LIABILITY PERIOD/ WARRANTY

- 4.9.1 Defect Liability period for works is **ONE Year** from the date of completion of the works.
- 4.9.2 The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 4.9.3 Upon receipt of complaint, the Contractor shall, within the period of **07 days** and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Employer for the replaced parts/goods thereafter.
- 4.9.4 Warranty period of individual items applicable as per manufacturer's warranty or warranties as mentioned in the contract. In case of Authorized distributor / Authorized dealer, they should submit the warranty certificate from manufacturers in addition the Warranty offered by the OEM.

4.10 LIQUIDATED DAMAGES:

- 4.9.1 If the Contractor fails to deliver the material/work within the time specified in the Contract or any extension thereof, the Institute shall recover from the Contractor as Liquidated Damages at the rate of 0.5% of work order value per week subject to a maximum of 10% of the order value.
- 4.9.2 During DLP or warranty if contractor fails to rectify the defects with 07 days after intimation, Penalty of Rs 500 per day per item will be imposed. If any of the defects Persists for more than 15 days, such defects will be attended on risk & cost basis without any further intimation and cost will be recovered.

4.11 WATCH and WARD

- 4.12.1 Watch and ward of the entire work shall be the sole responsibility of the contractor for the entire period of completion including extension of time requested by the contractor and/ or granted by the department.

VOLUME-III

5. FINANCIAL BID/BILL OF QUANTITIES (BOQ)

5.1. IMPORTANT NOTES

- 5.1.1. The Bill of Quantities shall be read in conjunction with the other tender documents like instructions to Tenderers, Conditions of Contract, Scope of work Technical Specifications and Drawings.
- 5.1.2. **The contractor shall quote percentage of rate as par, less or excess over estimate rates are inclusive of GST.**
- 5.1.3. NITW has all rights to demand any makes specified against specifications. If the quoted rate is for any particular make, the contractor has to clearly indicate the make/model no. and warranty.
- 5.1.4. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering, they may subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.
- 5.1.5. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labor, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
- 5.1.6. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
- 5.1.7. The Contractor shall ensure that, the quoted tender percentage/rate shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
- 5.1.8. All sources of materials required for the work shall be got approved by the Engineer-in-Charge in writing well before their use of the work.
- 5.1.9. No escalation in rates will be paid unless specified in the tender document. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus tender percentage.
- 5.1.10. The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 5.1.11. The work shall be treated as on works contract basis and the unit rates tendered shall be for complete item of work and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials at the site, labor related expenses as per relevant labor laws, testing of materials/ samples etc including duties, cess etc. **but Including Goods and Service Tax (GST).**

5.2. PAYMENT TERMS

- 5.2.1. No mobilization advance is payable to contractor for the said work.
- 5.2.2. **The payment will be done in stages as per progress of work as per NITW rules.**
- 5.2.3. The payment shall be subject to Deductions of all TDS and other charges, as per applicable law and NIT Warangal rules.
- 5.2.4. **Income tax:**
IT TDS will be applicable if contract value is in excess of Rs. 30,000/- or if payment exceeds Rs. 1,00,000/- in a financial year to contractor.
- 5.2.5. Income Tax clearance certificate should be furnished before the payment of final bill.
- 5.2.6. **GST**
- a. **The rates are inclusive of 18% GST** while making payments to the contractor as per Orders of the Government. Any variation by the govt. will be implemented accordingly. 2% TDS or as ordered by Govt will be recovered from bills.
 - b. The contractor should produce a valid GST returns statement before the payment of the final bill, otherwise payment to the contractor will be withheld.

BILL OF QUANTITIES (BOQ)

BILL OF QUANTITIES (BOQ)						
Name of Work:		Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.				
Item. No	DSR no.	Description of item	Qty	Unit	Rate as per DSR 23	Amount (Rs.)
1.0	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
	4.1.2	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	50.00	cum	8340.85	4,17,042.50
2.0	Modified DSR 11.37	Providing and laying Ceramic glazed floor tiles of size 300x300 mm(thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc., complete	500.00	sqm	800.00	4,00,000.00
3.0	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge				
	14.1.1	With cement mortar 1:4 (1 cement : 4 fine sand)	100.00	sqm	547.40	54,740.00
4.0	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	50.00	Cum	2434.25	1,21,712.50
5.0	15.24	Demolishing dry brick pitching in floors, drains etc. including stacking of serviceable material and disposal of unserviceable material within 50 metres lead :	50.00	Cum	1317.65	65,882.00
6.0	15.23	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.				
	15.23.1	For thickness of tiles 10 mm to 25 mm.	500.00	sqm	73.40	36,700.00
7.0	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	100.00	sqm	54.65	5,465.00
8.0	15.60	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	200.00	cum	263.95	52,790.00
9.0	26.31	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.				
	26.31.1	SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer	1000.00	sqm	141.20	1,41,200.00

10.0	NSR	Supplying and applying of Nitocote wall guard (fosrac brand) for External walls where the dampness is observed and instructed by Dept. including all materials, labour incidental and operational charges complete etc., for 2 coats on old external walls after applying one priming coat of Nitoprime AW (fosrac brand). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes and filling of cracks with Nitoseal PU50 as per the direction of Engineer-in-Charge.				
		Procedure to be followed: 1) Surface Preparation: Surface shall be prepared by mechanical grinding to remove all loose mortar, laitance, oil, grease, decayed matter and algae growth. 2) Filling of Cracks: Identify cracks on the walls and then chasing them open in the form of groove (Cutting of the crack shall be done of size 5 mm x 5 mm) and Fill the groove with NITOSEAL PU50 properly. 3) Priming coat: The prepared surface shall be applied one coat of acrylic primer, Nitoprime AW prior to the application of Nitocote wallguard, prime coat should be air cured for 6 hours. 4) Wall gaurd application: Nitocote wall gaurd (Fosroc brand) at a thickness of 110 microns DFT each coat, in two coats. Each coat must be air cured for 6 hours. (GST applied as per DSR-23) Note: The above work has to be done with the help of trained and skilled labour.	3100.00	sqm	299.00	7,09,900.00
11.0	NSR	Supplying and applying of roofguard (fosrac brand), a single component acrylic polymer modified, elastomeric fiber reinforced waterproofing coating applied in three coats of thickness 1 mm DFT in three coats after applying one priming coat of Nitoproof WB primer (fosrac brand) on the roof, including all materials, labour incidental and operational charges complete etc., . The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes and filling of cracks with Nitoseal PU50 as per the direction of Engineer-in-Charge.,				
		Procedure to be followed: 1) Surface Preparation: Surface shall be prepared by mechanical grinding to remove all loose mortar, laitance, oil, grease, decayed matter and algae growth. 2) Filling of Cracks: Identify cracks on the walls and then chasing them open in the form of groove (Cutting of the crack shall be done of size 5 mm x 5 mm) and Fill the groove with NITOSEAL PU50 properly. 3) Priming coat: The prepared surface shall be applied one coat of acrylic primer, Nitoproof WB primer prior to the application of Roofgaurd, prime coat should be air cured for 6 hours. 4) Roof gaurd application: Roofgaurd (Fosroc brand) at a thickness of 1 mm DFT in three coats. Each coat must be air cured for 6 hours. (GST applied as per DSR-23) Note: The above work has to be done with the help of trained and skilled labour.	3100.00	sqm	572.00	17,73,200.00
12.0	NSR	Filling of Cracks: Identify cracks on the walls and roofs, then chasing them open in the form of groove (Cutting of the crack shall be done of size 5 mm x 5 mm cutting) and Fill the groove with NITOSEAL PU50, a single component low modulus gun grade elastomeric sealant based on polyurethane technology. The applied sealant shall have movement accommodation factor (MAF) of 50% and Shore A Hardness of 32. The applied material shall have average peel strength of 220N and peak peel strength of 260N. (GST applied as per DSR-23) Note: The above work has to be done with the help of trained and skilled labour.	2000.00	sqm	60.00	1,20,000.00

13.0	NSR	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge.(The payment shall be made on the basis of actual weight of approved grout injected.				
16.7		Pressure grouting shall be done with Fosroc Cebex 100, plasticizing expandable cementitious grout admixture complying with BS: 8110 Part 1-1985, Section 8.9.4.6.The material shall be injected using 40 PSI injection grout pump with cement slurry mixed Cebex 100 at 225gms/50Kg bag of cement at required points. (GST applied as per DSR-23) Note: The above work has to be done with the help of trained and skilled labour.	1000.00	kgs	120	1,20,000.00
14.0	NSR	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge.(The payment shall be made on the basis of actual weight of approved grout injected.				
		Providing water-stopping crack injection resin foam shall be Nitofill WS60, a two part foaming liquid polyurethane. When mixed in the proportions supplied and injected into cracks in concrete, the resin shall react with moving water to form a foam water stopping barrier. The water-stopping injection resin shall have the following properties; pot life, in the absence of water, 6-8 hrs at 20°C; specific gravity of 1.14 + 0.06; foam density of 0.025. (GST applied as per DSR-23) Note: The above work has to be done with the help of trained and skilled labour.	200.00	kgs	195.00	39,000.00
15.0	NSR	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.	500.00	sqm	373.00	1,86,500.00
		A. Total (Rs.)				42,44,132.50
		Applying CPWD Correction factor of GST @ 0.973				41,29,540.92
						41,30,000.00

Notes:

- i. The BOQ given above is indicative purpose only. The contract has to fill the quoted tender percentage separately in the financial bid excel sheet.

Rates are inclusive of 18% GST



FORM OF TENDER - APPENDIX-I

COVERING LETTER

To

Director

NIT Warangal

Name of Work : Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.

Dear Sir,

1. Having inspected the Site, examined the Conditions of Contract, Scope of Work, Technical Specifications/Drawing Instruction to Tenderers including Bill of Quantities, and addendum thereto (if any) issued by the NITW for the above-mentioned Works, the details set out in Appendix whereby offer for the subject work, inconformity with the above documents within the completion period(from the date of Commencement) for sum stated in the Financial Package/BOQ of Tender Document)as completed by us and appended hereto.
2. We undertake that If this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the Contract conditions.
3. We understand that you are not bound to accept the lowest or any tender you may receive.
4. We do here by undertake that we have not been banned for business by NITW/ Any other Govt.Organization (Order of Ministry of Commerce, applicable for all Ministries and also that none of our work were terminated by NIT/ Any other Govt Organization after award of contract during last 3years.
5. We hereby undertake that the Bill of Quantities/ Pricing Document (duly completed in all respect has been uploaded/submitted by us.
6. It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.
7. We further undertake that the aforesaid tender documents prepared by NITW shall not be used in whole, in part or in any altered form on any other project, scheme, design will be involved with either in India or any other country.
8. We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason during last three years (from the last day of previous month of the tender submission).
9. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.
10. We have gone through carefully all the Tender conditions and solemnly declare that, we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.
11. We have read all the contract documents, understood fully and enclosed the technical and financial bids as per tender requirements.

Date :

Place :

Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX-II

TENDER REQUIREMENTS

S.No	DESCRIPTION	Required Documents	Enclosure number
I	For Technical Evaluation as per Clause 1.4 of the NIeT & 2.6 of ITT		
1	Earnest Money Deposit (EMD)	as per Clause 1.2 of the NIeT & 2.3 of ITT	
2	General Eligibility as per Clause 1.4.1 of the NIeT	Information about contractor including Manpower & Machinery details	
		Copy of Contractors valid Registration under appropriate Class.	
		Copy of Permanent Account Number (PAN) Card and copy of Latest Income tax returns	
		Registration copy of GST along with latest GST returns filed.	
		FOT Appendix-III	
3	Work Experience as per clause 1.4.2 NIeT	Details of value of works executed in the last 5 financial years in the Tenderer's name with supporting documents	
		Details of value of existing commitments and works for which Tenders are submitted [awarded / likely to be awarded]	
		FOT Appendix-IV	
4	Financial standing as per clause 1.4.3 NIeT	Audited balance sheet and Profit/Loss A/for last 5 years	
		FOT Appendix-V	
5	Other details as per Tender	FOT Appendix-VI to VIII	
II	For Financial Evaluation as per clause 2.6 of ITT	Financial Bid	
III	Award of contract	Clause 2.7 of the ITT	
IV	Performance Bank Guarantee/Security deposit	Clause 3.2 of the CC	
V	Work Completion Period	Clause 4.8 of the Scope of work	
VI	Liquidated Damages	Clause 3.17 of the CC & 4.10 of scope of work	
VII	'Defects Liability Period' for the whole of the Works	Clause 3.19 of the CC & 4.9 of scope of work	

Date :
Place :

Signature of authorized signatory of Tenderer

FORM OF TENDER – APPENDIX III

KEY PERSONNEL DEPLOYMENT & CRITICAL EQUIPMENTS

1. We here by confirm to deploy the minimum project personnel as below:

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Tenderer since
1	2	3	4	5	6

2. We hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

S. No.	Details of each Equipment	Year of purchase	Regn. Number	Capacity	Any other data	Is it in working condition
1	2	3	4	5	6	7

Date :
Place :

Signature of authorized signatory of Tenderer

**FORM OF TENDER – APPENDIX- IV
WORK EXPERIENCE DETAILS**

A. (WORK DONE DURING THE LATEST LAST SEVEN FINANCIAL YEARS)

NAME OF THE TENDERER: *(All amounts in Rupees in crores)*

S.No	DESCRIPTION	2017-2018	2018-2019	Financial Data for Last 7 Audited Financial Years				
				2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1	2	3	4	5	6	7	8	9

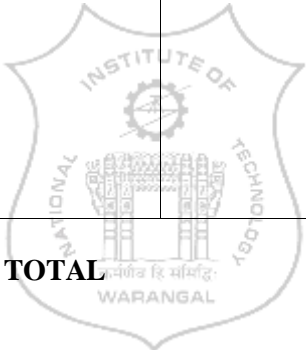
NOTE:

1. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
2. All such documents reflect the financial data of the tenderer.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number and Firm Registration Number with UDIN number.
5. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
6. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘4’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

Date :

Place :

B. DETAILS OF SIMILAR NATURE OF WORKS:

Name of Work/ Project & Location	Cost of Work (in lakhs/ crores)	Date of commencement as per contract	Actual date of Start	Date of Completion as per Contract Agreement	Actual date of completion	Delay if any, with reason	Name, Designation and Address/telephone number of officer to whom reference may be made
 <p>TOTAL</p>							

NOTE:-

1. **Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.**

Date :

Place :

Signature of authorized signatory of Tenderer

C. DETAILS OF EXISTING COMMITMENTS:

S.No	Name of work	Address of Agreement Concluding authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed	Anticipated date of completion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10

D. Details of works for which Tenders are submitted [awarded / likely to be awarded]

S.No	Name of work	Address of Agt. Concluding authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7

Note:

The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number and Firm registration number with UDIN number.

**FORM OF TENDER - APPENDIX V
FINANCIAL DATA**

Applicant's legal nameDate

Group Member's legal name.....Page of Pages

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth[= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Return on Equity					
10.	Annual turnover					
11.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

All such documents reflect the financial data of the Applicant not sister or Parent Company.

Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Historic financial statements must be complete, including all notes to the financial statements.

Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years

Return on Equity = Net Income / Shareholders Equity

Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.

This Appendix of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number with UDIN number.

The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

Date :

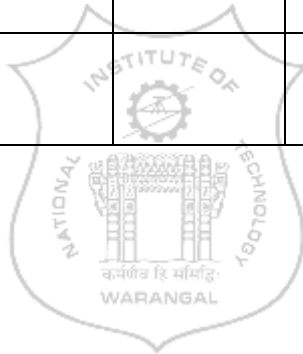
Place :

Signature of authorized signatory of Tender

FORM OF TENDER- Appendix- VI

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content



Date :
Place :

Signature of authorized signatory of Tenderer

FORM OF TENDER – APPENDIX- VII
PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Proforma of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Date :
Place :

Signature of authorized signatory of Tenderer

**FORM OF TENDER – APPENDIX- VIII
INFORMATION ON LITIGATION HISTORY**

Information on litigation history in which Tenderer is the Petitioner

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

Date :
Place :

Signature of authorized signatory of Tenderer



FORM OF TENDER – APPENDIX- IX

INTEGRITY PACT

To
The Director,
(For Engineering & Maintenance Unit)
National Institute of Technology
Warangal–506004(TS).

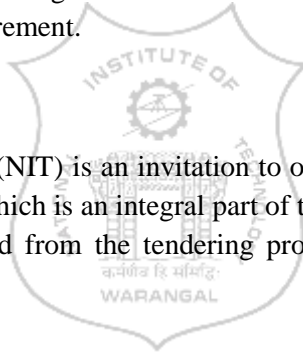
Tender Reference No.

Name of Tender/Work.: Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.

Dear Sir,

It is here by declared that NITW Warangal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.



This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the National Institute of Technology, Warangal.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

To
The Director,
(For Engineering & Maintenance Unit)
National Institute of Technology, Warangal – 506 004 (TS).

Tender Reference No.:

Name of Tender / Work: Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.

Dear Sir,

I / We acknowledge that NITW Warangal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITW, Warangal. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NITW, Warangal shall have unqualified, absolute and unfettered right to disqualify the tendered /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

(To be signed by the bidder and same signatory competent / authorized to sign on the relevant contract on behalf of National Institute of Technology, Warangal)

INTEGRITY AGREEMENT

This integrity Agreement is made at NIT Warangal On thisday of 20.....

BETWEEN

The National Institute of Technology, Warangal represented through Director, National Institute of Technology, Warangal (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successor and permitted assigns)

AND

(Name and Address of the Individual/firm/Company) through agreement No. Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contactor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. 58/NITW/EMU/CIVIL/2023-24) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **“Rate Contract for waterproofing in institute buildings for 12 months period (work has to be done in piece meal wherever and whenever required throughout the period of agreement) at NIT Warangal.** (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional

information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- a) Principal/owner shall Endeavour to exclude from the Tender process any person, whose Conduct the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- 2) if the Bidder makes incorrect statement on this subject. He can be disqualified from the "tender

process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of National Institute of Technology, Warangal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Right

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be

cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

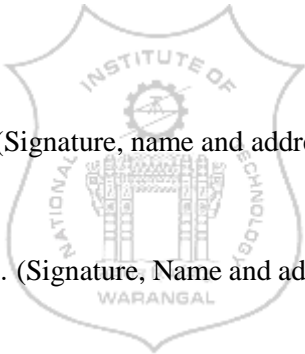
.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1)..... (Signature, name and address)

2)..... (Signature, Name and address)



Place:

Dated:

FORM OF TENDER – APPENDIX- X
FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we
..... (Name of Bank) having our registered office at
..... (Name of country) (Here in after called “the Bank”) are bound unto NIT
Warangal (hereinafter called “the Employer”) in the sum of Rs. for which
payment will and truly to be made to the said Employer, the Bank binds itself, its successors
and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called “the Tenderer”) has
submitted its tender dated _____ for
_____ (Name of the work as per NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs.
..... as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the
Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

A That the Employer may without affecting this guarantee grant time or other indulgence to
or negotiate further with the Tenderer in regard to the conditions contained in the said tender
and thereby modify these conditions or add thereto any further conditions as may be mutually
agreed upon between the Employer and the Tenderer.

B That the guarantee hereinbefore contained shall not be affected by any change in the
constitution of our Bank or in the constitution of the Tenderer.

C That any account settled between the Employer and the Tenderer shall be conclusive
evidence against us of the amount due hereunder and shall not be questioned by us.

D That this Guarantee commences from the date hereof and shall remain in force till
..... (Date to be filled up) (Date to be filled as mentioned in Clause 1.1.2 of
NIT)

E That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an
interpretation is repugnant to the subject or context, includes their respective successors and
assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

A If the Tenderer withdraws his Tender during the period of Tender validity specified in the
Form of Tender

B. If the Tenderer does not accept the correction of his tender price of the “Instructions to
Tenderers”.

C. if the Tenderer having been notified of the acceptance of his tender by the Employer
during the period of tender validity:

i. Fails or refuses to furnish the Performance Security in accordance with Conditions of
the “Instructions to Tenderers” and/or

ii. Fails or refuses to enter into a Contract within the time limit specified in Clause of
the “Instructions to Tenderers”.

We undertake to pay to the Employer mere on demand without demur up to the above amount
upon receipt of his first written demand, without the Employer having to substantiate his
demand provided that in his demand the Employer will note that the amount claimed by him
is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c)
mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees.....)
- b) This Bank Guarantee shall be valid up to.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

**Signature of
Authorized Official of the Bank**

Signature of Witness

Name:

.....

Name of Official

Designation

Stamp/Seal

of the Bank

