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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

**ENQUIRY FOR CARRYING OUT CIVIL WORK
(TILE FLOORING) AT SP-05 SHED IN R&D AREA
AT WALMI CAMPUS IN IIT DHARWAD**

Enquiry no.: IITDH/MMD/IPS/2021-22/001

INDIAN INSTITUTE OF TECHNOLOGY DHARWAD
Near High Court, PB Road, Dharwad-580011
TEL NO: +91 836 2212 839

Enquiry no.: IITDH/MMD/IPS/2021-22/001

Name of the work:	Enquiry for carrying out Civil Work (Tile Flooring) at SP-05 Shed in R&D Area at Walmi Campus in IIT Dharwad
Estimate Value:	Rs.75,000.00 approx..
Cost of enquiry document	Free of cost
EMD:	Not Applicable
Issue of enquiry:	12 th August 2021
Last date for submission of Enquiry:	Date: 23 rd August 2021
	Time: 10:00 AM
Opening of documents received:	Date: 23 rd August 2021
	Time: 10:30 AM
Contacting Authority:	The Assistant Registrar (MMD) Near High Court, P B Road Dharwad-580011 E-mail: armm@iitdh.ac.in Telephone: 91-836-2212-839

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GENERAL CONDITIONS OF CONTRACT

Indian Institute of Technology, (IIT) Dharwad invites the proposals for carrying out Civil Work (Tile Flooring) at SP-05 Shed in R&D Area at Walmi Campus in IIT Dharwad.

Time for completion: 15 Days from issue of Work order.

2. QUALIFICATION CRITERIA:

Only those bidders fulfilling the following Eligibility Criteria should participate in the enquiry: -

- 2.1 Bidders should be registered Government Contractor of any class and must be in the business of Civil works execution since 2 years or more (i.e. the firm must be in the business since August 2019 or earlier).
- 2.2 The Bidder must have carried out at least one similar civil work in reputed organizations/IITs/IIMs/Govt. offices/PSUs/Central Universities etc. Completion certificates etc. to this effect are required to be enclosed.
- 2.3 A Certificate/Undertaking on the letter head of the Company to the effect that the bidder/Manufacturer has not been blacklisted anywhere in India or abroad by any organization. A self-certification to this effect is required to be enclosed.
- 2.4 The Bidder should be registered with concerned statutory authorities for GST/Income Tax etc. The bidder should furnish relevant GST registration documents and PAN/TAN copies along with the bank details of the firm.

Any prospective bidder, not satisfying any of the above mentioned qualification criteria shall be disqualified on technical grounds and the price bid of such disqualified bidder will not be considered for this work.

3. Enquiry documents can be obtained from IIT Dharwad website:

https://www.iitdh.ac.in/announcements_worktenders.php

4. Enquiry should be addressed to Assistant Registrar, Indian Institute of Technology Dharwad, Near High Court, PB Road Dharwad 580011. The name of the bidder and the name of the work must be noted on the above.

5. The bidders should write in figures as well as in words for the rates quoted by them on the proper form of the enquiry. All corrections / over writings must be attested by the dated initials of the contractor. The bidder is advised to avoid offering discount /rebate in the covering page or at the end of the schedule. Instead the same can be incorporated in the unit rate by reducing the unit rates. If at all offered, the discount / rebate percentage offered is to be written in words such as Five percent / point Five percent etc.

6. The rates quoted shall be inclusive of all taxes, royalties etc. The contractor shall quote for all the items whose rates are asked and not leave any blanks all taxes including GST shall be borne by the

contractor.

7. The offer should be valid for 60 days from the date of opening for the purpose of issue of acceptance letter. The amount quoted herein after referred to as Base rate must be firm and inclusive of all charges of any kind and inclusive of any kind of liability from / to any authority. GST shall be mentioned separately and must not form part of base price. There will be no extra payment or payment of escalation in the amount under any circumstances whatsoever. Statutory taxes will be deducted at source from the payment against the bill amount.

8. No extra item or substitute item shall be allowed out without prior approval in writing.

9. Work has to be carried out in consultation with the representative as authorized by IIT Dharwad.

10. The contractor whose proposal is accepted will be required to furnish security deposit for the due fulfillment of his contract. Security deposit shall be 5% (Five percent) of the amount of work order for DLP (Defect Liability Period) of 06 months (six months) from the date of commissioning / handing over of the work.

11. Defect Liability period will be 06 months from the date handing over the finished work for IIT beneficial use.

12. No part of the contract shall be sublet without written permission of IIT Dharwad nor shall transfer be made to power of Attorney authorizing others to receive payment on contractor's behalf.

13. IIT Dharwad reserves the right to reject any proposal or all the enquiries/tenders without assigning any reason therefore.

14. The Contractor shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central and State Government as the case may be that may apply to his case and if necessary, get himself duly registered as required by the said Acts, Statutes, Rules, Regulations etc.

15. The contractor for the work shall be liable to pay applicable tax (including Taxes on works contract to state Government) if any that may be levied by the State or Union Government. Any request contrary to this will not be accepted.

16. Terms of payment: As per the measurements at site and on certification of the site engineer.

17. It shall be open to the Institute to abandon or give up at any stage of the construction of any of the said works or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the Contractor shall be paid up to the work performed by then

18. Termination of contract If the Contractor fails to perform any of its obligations under this agreement or if Institute is dissatisfied with the services of the Contractor, Institute may issue seven days' written notice intimating the Contractor of their failures or deficiencies and calling upon Contractor to rectify within such time as may be specified in the notice and if the Contractor fails to perform such obligation or make good such deficiencies as pointed out to the Contractor in the notice, Institute may terminate the services of Contractor under this agreement. Institute may also terminate the Contract hereunder:

- i) if the firm is adjudged bankrupt or
- ii) if they make a general assignment for the benefit of their creditors or
- iii) if a receiver is appointed on account of their insolvency or

- iv) they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and Institute may get the project completed by whatever method they may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment, if due, until the loss, damage or expense incurred by Institute due to breach of this agreement by Contractor have been settled.

In case the Contractor abandons the work during the course of the project, the Institute has the right to appoint an alternate Contractor or make an arrangement for carrying out the work of Contractor, at the risk and cost of the Contractor. Traveling / daily allowances shall not be payable to the Contractor, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Dharwad.

The scope of work broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all constancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such constancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

19. Liquidated Damages Clause:

If any delay in execution of the works is attributable to the acts or omissions and commissions of Contractor Institute shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10% of the total actual fees payable.

20. Professional indemnity: Contractor warrants that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that; such services shall be of a quality and standard satisfactory to Institute. The Contractor shall indemnify Institute from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by Contractor. The contractor is required to obtain a Contractor All Risk (CAR) policy for successful and safe completion of project. Contractor shall provide a copy of this policy to Institute showing that such insurance has been taken and being maintained and that all the premia thereon have been paid. A certified copy of such insurance policy shall be deposited with Institute.

21. Dispute Settlement: In case of any dispute or difference arise between the parties during the progress of or after construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to Director, IIT Dharwad as the SOLE ARBITRATOR who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment thereof. It is specifically agreed that the Contractor shall continue to render its services provided herein with all the due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration. The venue of Arbitration proceedings shall be Dharwad. It is further agreed between the parties as hereto that the Dharwad Courts alone shall have the exclusive jurisdiction.

22. Site: The contractor shall remove all surplus materials, debris etc. out of the IIT Campus from the site of work on completion work and will hand over the site clean before the bill is processed for final payment. Dismantled materials if any (declared by Engineer-in-charge of the work) shall

be returned to the Estate/ Electrical stores by the contractor at his own cost. The disposal of material shall be done in environmental friendly way and complying with the local rules and regulations.

23. Security

a. Movement of contractor's materials:

Any materials which are removed from the site of work and are required to be taken out from the IIT campus, the contractor should follow the following procedure:

The contractor shall apply in writing to the Engineer- in-charge the details of the materials to be removed including which are rejected etc. This application shall be endorsed by the engineer in charge or his authorized representatives. The materials shall only be allowed to go out of IIT campus after counter signature of the security officer and checked at the gate. No materials/tools will be allowed to be brought on holidays/Saturdays/Sundays inside the campus. Contractors can bring the materials/tools/between 0900 hours and 1700 hours on any working day (Monday to Friday). This may please be noted.

b. Search:

Thorough search of all persons and transport shall be carried out at each gate and for as many times as gate is used for entry or exit and may also be carried out at any time or any number of times at the works site within the restricted area.

c. Working Hours:

The units controlling restricted areas usually work during five days in the week and remain closed on Saturday and Sundays. The working hours available to contractor's labour and staff are however appreciably reduced because of the time of entry and exit during working hours. The exact working hours, working days and non-working days observed for the restricted areas where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting the proposal. The bidder's attention is invited to the fact that the total number of working hours for units are prescribed in regulations and no work beyond the prescribed working hours shall be permitted.

d. Entry and Exit:

The contractor, his agents, representatives, workmen, etc. and his materials, carts, trucks or other means of transport, etc. will be allowed to enter through and leave from only such gate or gates and at such times as the concerned authorized in charge of the restricted area may, at their sole discretion, permit. Contractor's authorized representatives, if required, are to be present at the places of entry and exit for the purpose of identifying his carts, trucks, etc. to the personnel in charge of the security of the restricted area.

e. Labour Law:

The work will be executed strictly following the Labour Laws of Central Govt & State Govt as may be applicable.

24. Evaluation Criteria

The L-1 will be decided on the Grand Total Rate quoted for the work. All levies/taxes (i.e. GST etc.) must be clearly mentioned in the row provided for the purpose (as per Annexure-2).

However, the decision of the Competent authority will be final and binding in awarding the order. In case of any clarification required, the same can be clarified from IIT Dharwad before submission of the bids.

The bidders must also note that the quantities may vary (10-25% more or less). Additional items may also crop up other than the listed items as per site conditions.

Bidder Information

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	PAN No.	
4.	GSTN No.	
5.	State of GST Registration	
6.	E-mail	
7.	Contact Person's Name & Designation	
8.	Mobile No.	

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SCHEDULE OF WORK / BOQ / PRICE BID
(To be quoted on the letter head of the bidder)

Bill of Quantity (to be quoted only in INR)					
Sl. No.	Particulars/Description	Unit	Qty.	Unit Rate	Amount
1	Providing and fixing vitrified glazed tiles of approved make, quality and colour of size 600x600x10mm thick fixed on bed of 12 mm thick cement mortar for flooring, skirting mixed with pigment to match shades of tiles, including providing spacers at required intervals and removing stains, including cost of all materials, mortar, labour etc complete as per specifications.	Sq. Mtr.	75		
2	SUB-TOTAL				
3	GST/Taxes as applicable				
4	GRAND TOTAL				

Declaration: I/We do hereby accept all the terms and conditions laid down in the enquiry document for the above said work/supply. I/We also agree to the condition that the right to suspend the enquiry/tender process or part of the process, to accept or reject any or all the proposals/tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the Institute without any obligation or liability whatsoever.

Signature of the Bidder/Manufacturer with date and seal