



INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI

ENGINEERING UNIT

E-mail: eutenders@iittp.ac.in

Phone: 0877-2503602

Notice Inviting Tender

e-Tender No-IITT/EU/EE(C)/23-24/002

Date: 27-04-2023

Online **Item Rate** bids are hereby invited in a **two-cover system** from eligible contractors for **Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt)**. Bidders can download a complete set of bidding documents from the e-procurement Platform <https://eprocure.gov.in/eprocure/app> from 07-04-2023 onwards. Bidders need to submit the bids online by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

The last Date/ Time for receipt of bids through e-procurement is 18-05-2023 up to 15:00 Hrs.

Late bids will not be accepted.

For further details regarding Tender Notification & Specifications, please visit the website: <https://eprocure.gov.in/eprocure/app> and www.iittp.ac.in/tenders

CRITICAL DATE SHEET

Online Publication & Tender Document Download Date & Time	27-04-2023, 18:00 Hrs
Clarification Start Date & Time	28-04-2023, 09:00 Hrs
Clarification End Date & Time	12-05-2023, 18:00 Hrs
Bid Submission Start Date & Time	28-04-2023, 09:00 Hrs
Pre-Bid Meeting Date & Time	06-05-2023, 11:00 Hrs
Bid Submission End Date & Time	18-05-2023, 15:00 Hrs
Technical Bid Opening Date & Time	19-05-2023, 15:30 Hrs
Price Bid Opening Date & Time	It will be announced after technical evaluation to the successful bidders.



INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI ENGINEERING UNIT, TIRUPATI – 517619		
e-ENVELOPE – 1 ELIGIBILITY BID		
e-Tender No-IITT/EU/EE(C)/23-24/002		
EXECUTIVE ENGINEER (CIVIL), Indian Institute of Technology Tirupati invites item rate e-Tenders, in two envelope system (Application for eligibility and financial Bid) for the following work from the Tenderer who satisfy the Eligibility Criteria given below.		
<u>1. PARTICULARS OF WORK</u>		
1.	Name of work	Comprehensive AMC for Playground and Sports fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).
2.	Approximate Estimate Cost put to e-Tender (ECPT)	Rs. 14,25,200/- (Rupees Fourteen Lakhs Twenty-Five Thousand Two Hundred only)
3.	Tender fee	Rs. 1,500/- (Rupees One Thousand Five Hundred only)
4.	Earnest Money Deposit (EMD): Scanned copy of the Demand Draft is to be uploaded to the website.	Rs.28,500/- (Rupees Twenty-Eight Thousand Five Hundred only)
5.	Time for completion	12 months
6.	Validity of the tender	90 days from the date of opening of the tender
7.	Date of Pre-bid Meeting & Venue	The Pre-bid Meeting will be conducted in Hybrid Mode as per details given in para 6.5 on 06-05-2023 @ 11.00 Hrs
8.	Last Date for Submission of e-Tender	18-05-2023, 15:00 Hrs
9.	Date of Opening of the Eligibility Document	19-05-2023, 15:30 Hrs
10.	Date of opening of the financial Bid	It will be intimated later to the Eligible Tenderer
11.	Address of the Engineer-in-Charge	Office of the Executive Engineer (Civil), 1st Floor, Engineering Unit, IIT Tirupati Permanent campus, Yerpedu Mandal, Tirupati – 517619.

Certified that this document contains **55 Pages** (including this page)

Executive Engineer (Civil)

It is certified that no addition or deletion has been made to the tender documents downloaded from the e-Tender website.

Signature of the Contractor

INDEX

Name of Work: Comprehensive AMC for Playground Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt)

Sl. No.	Description	Page No.
1	Invitation for e-Tender	01
2	Eligibility Criteria	05
3	Procedure for viewing and submission of e-Tender	06
4	Opening of e-Tenders	09
5	Evaluation of the Applications for eligibility	09
6	Information and instructions to the Applicants	10
7	Opening of Financial Bids	13
8	Scope of the work	14
9	Conditions of Contracts	20
10	Schedules	34
11	Additional Specifications	36
12	Statutory Requirement / Approval from Statutory Authority	37
13	Insurance	37
14	Forms (To be duly filled, signed, scanned and uploaded along with e-Envelope -1 by the Tenderer)	40
15	Financial Bid and BoQ	



**INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI
ENGINEERING UNIT**

INVITATION FOR e-TENDER

e-Tender No: IITT/EU/EE(C)/23-24/002

EXECUTIVE ENGINEER (Civil), Indian Institute of Technology Tirupati invites item rate e-Tenders, in two envelope systems (Application for eligibility and financial Bid) for the following work from the Tenderers. They satisfy the Eligibility Criteria given below.

1. PARTICULARS OF WORK

1.	Name of work	Comprehensive AMC for Playground Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt)
2.	Approximate Estimate Cost put to e-Tender (ECPT)	Rs. 14,25,200/- (Rupees Fourteen Lakhs Twenty-Five Thousand Two Hundred only)
3.	Tender Fee	Rs. 1,500/- (Rupees One Thousand Five Hundred only)
4.	Earnest Money Deposit (EMD): Scanned copy of the Demand draft to be uploaded to the website	Rs.28,500/- (Rupees Twenty-Eight Thousand Five Hundred only)
5.	The time for completion	12 months
6.	Validity of the tender	90 days from the date of the opening of the tender
7.	Date of Pre-bid Meeting & Venue	The Pre-bid Meeting will be conducted in Hybrid Mode as per details given in para 6.5 on 06-05-2023 @ 11.00 Hrs
8.	Last Date for Submission of e-Tender	18-05-2023, 15:00 Hrs
9.	Date of Opening of the Eligibility Document	19-05-2023, 15:30 Hrs
10.	Date of opening of the financial Bid	It will be intimated later to eligible Tenderers

2. ELIGIBILITY CRITERIA

2.1. Experience

Tenderers who fulfill the following criteria are eligible to submit the Eligibility document technical bid - (Cover 1) and Financial Bid (Cover 2).

Tenderer who has

- i. Experience of completing works as detailed below during the last 5 (Five) years ending up to 31st December 2022 tenders shall also be considered.

a. Three similar completed works each costing not less than Rs.5.70 Lakhs (40%)

or

b. Two similar completed works each costing not less than Rs. 8.55 Lakhs (60%)

or

c. One similar completed work costing not less than Rs. 11.40 Lakhs (80%).

"Cost of work" for this clause shall mean completed work as mentioned in the final bill, including civil works carried out under a single Contract, including the cost of materials, if any, supplied by clients. However, the cost of materials issued free of cost shall not be considered for calculating the work cost. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum, calculated from the Date of completion to the last Date of receipt of applications for bids. **"Similar work"** for this clause means **"Maintenance of Sports Fields & Playgrounds and other Sports facilities"**.

Note: Ongoing works will not be considered for the technical evaluation.

The following documentary proof shall be scanned and uploaded.

1. Completion certificates in case of works carried out for Government departments.
The certificate should have been issued by an officer, not below the rank of Executive Engineer.
2. Completion certificate and TDS in case of works carried out for private parties.
The completion certificate should have been issued by the Project Manager or equivalent officer with contact details.

2.2. Financial

2.2.1 Should have an average annual financial turnover of Rs. 4.50 lakhs (30 % ECPT) during the last 3 (three) years ending 31-03-2022. This should be certified by a chartered accountant.

2.2.2 Should not have incurred any loss in more than one year during the last 5 (five) years ending 31-3-2022.

2.2.3 Should have a Banker's certificate of Rs. 5.70 Lakhs (40 % ECPT) certified by the bankers of the applicant. The certificate should have been obtained not earlier than 31.03.2022.

2.3. Interested tenderers can view and submit the e-tender in the following order through the following e-tender website (<https://etenders.gov.in/eprocure/app> and [http:// iittp.ac.in/tenders/](http://iittp.ac.in/tenders/))

e-Envelope I – The eligibility application shall be uploaded with

- 1) EMD as prescribed in this document Para 3.2.2.
- 2) Necessary supporting documents as prescribed in Para 3.2.3.

e-Envelope II – Financial Bid shall be uploaded with

- 1) The tender for the work with various conditions, specifications, Bill of quantity, drawings etc.

2.4. Declaration

2.4.1 The bidder shall not be from a country sharing a land border with India and if the bidder is from a country sharing a land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. Non-submission of self-declaration will lead to the rejection of Bid out rightly.

2.4.2 Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein shall be eligible to bid in this tender. Declaration for Class-I and Class-II local suppliers should be submitted in the prescribed proforma as per Annexure-II. Non-submission of self-declaration will lead to the rejection of Bid out rightly and the bidder will be treated as a non-local supplier.

3. PROCEDURE FOR VIEWING AND SUBMISSION OF e-TENDER

3.1. Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/app>. The bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://etenders.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through the instructions provided at "Help for Contractors". [Special Instructions to the Contractors / Bidders for the e-submission of the bids online through this eProcurement Portal"]. Tenderers can access, view and download tender documents on the IIT Tirupati website. Select the appropriate tender and fill them with

all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/eprocure/app> as per the schedule attached.

A. Instructions for submission of online Bid:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal [URL:https://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app) by clicking on "Online Bidder Enrollment". Enrolment on the CPP Portal is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.)
- v. 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 Tender" folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- vi. 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.
- vii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document/schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.
- viii. 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, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.
- ix. The tenders will be received online through the portal <https://etenders.gov.in/eprocure/app>. All the technical/Eligibility related documents should be uploaded in technical bids in pdf format for evaluation purposes.
- x. Bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- xi. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should submit their financial bids in the format provided and that no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as the bidder's name). If the BOQ file is found to be modified by the bidder, the Bid will be rejected.
- xii. The server time (displayed on the bidders' dashboard) will be considered the standard time for referencing the deadlines for submitting bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- xiii. The Tender Inviting Authority will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xiv. The uploaded tender documents become readable only to public view after the tender opening by authorized bid openers.
- xv. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid no. and the Date & time of submission of the Bid with all other relevant details.
- xvi. Kindly add a scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

B. Assistance to bidders

- i. 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.
- ii. Any queries relating to online bid submission or CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120- 4001005].

3.2. The tender shall be submitted through the above e-Tender website as a two-envelope tender.

E-Envelope 1 (application for eligibility) shall be uploaded with:

1. Letter of transmittal in the enclosed format.
2. Earnest Money Deposit (EMD) drawn in favor of IIT Tirupati, Tirupati - 517 619 and payable at Tirupati through NEFT/RTGS / ECS.
3. Details regarding Experience and financial standing.

The following documents in support of Experience and financial standing shall be uploaded with the application for eligibility.

- a) Banker's certificate from the bankers of the applicant
- b) Financial information in the form – 'A' enclosed
- c) Details of similar works carried out in the past in form – 'B' enclosed.
- d) Performance report of works referred to in form 'B' in Form – 'D' enclosed.

- e) GST Registration certificate
- f) Letter of Transmittal
- g) Undertaking for the tender fee and EMD- Annexure-I
- h) Undertaking the terms and conditions-Annexure-II
- i) Undertaking for the not to sublet the work-Annexure-IV
- j) Minimum workforce support required for the Part-A Works-Annexure-V
- k) BG format for Security Deposit- Annexure-VI
- l) Declaration as enclosed in Annexure VII & Annexure VIII.

- 4. The tender for the work with various conditions, specifications and drawings etc.
- 5. The spreadsheet containing the Bill of Quantity can be downloaded from the above website, and the same shall be uploaded to the e-Tender website after filling in the rates. The file name of the spreadsheet document, which is downloaded from the e-Tender website, should not be changed in any case.

4. OPENING OF e-TENDERS

- 4.1. e-Tenders can be uploaded to the e-tender website till the stipulated Date and time of submission.
- 4.2. e-Tenders of only those tenderers who have deposited Earnest Money Deposit in the prescribed form and other documents scanned and uploaded are found in order will be opened after 3.00 P.M.
- 4.3. Tender document containing the eligibility application & EMD will be opened on the Date of opening of tender, terms, and conditions, payment conditions, etc.
- 4.4. Tender Documents uploaded without valid EMD shall be summarily rejected.

5. EVALUATION OF APPLICATIONS FOR ELIGIBILITY.

- 5.1. The applications received shall be evaluated for eligibility to take part in the tendering process by a two-stage system.
- 5.2. The applications will be evaluated for conformity to the eligibility criteria prescribed in 2.1 to 2.4.
- 5.3. The Indian Institute of Technology Tirupati reserves the right to restrict the list of eligible Tenderers to any number deemed suitable.
- 5.4. Even though an applicant may satisfy the specified criteria, he would be liable to disqualification if he has:
 - 1. Made misleading or false representations or deliberately suppressed the information in the forms, statements and enclosures required in the application for eligibility.
 - 2. Record of poor performance such as slow work progress, abandoning work, not properly completing the Contract, or financial failures/ weaknesses etc.
- 5.5. A list of eligible applicants whose financial bids will be opened shall be prepared and all concerned shall be intimated.

5.6. The employer reserves the right to accept or reject any application, annul the qualification process / e-Tender process, and reject all applications at any time without assigning any reason or incurring any liability to the applicants.

5.7. Earnest Money Deposit (EMD):

The Earnest Money of the successful Tenderer will be taken as part of the Security Deposit as stipulated in Clause 1A of “General Conditions of Contract”. EMD of unsuccessful bidders shall be refunded within 30 days after the finalization.

6. INFORMATION AND INSTRUCTIONS TO APPLICANTS

6.1. Definitions:

The following words and expressions have their meaning hereby assigned to them.

1. EMPLOYER means IIT Tirupati acting through the Executive Engineer (Civil), Engineering Unit.
2. APPLICANT means individuals, proprietary firms, firms in partnership, the limited companies – private and Public Corporations
3. Engineer-in-charge means EXECUTIVE ENGINEER (CIVIL), IITT
4. Tender means “**e-Tender**” which will be submitted online through the dedicated website.

6.2. Information and Instructions

1. The applicant must visit the site of work at his own cost and examine it and its surroundings and collect all information that he considers necessary for proper assessment of the prospective assignment.
2. All information called for in the enclosed forms should be duly filled, signed, scanned and uploaded along with the e-Tender. If additional information needs to be uploaded in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically uploaded to the e-Tender website. If information is ‘nil’ it should also be mentioned as ‘nil’ or ‘no such case’. If any particulars/query is not applicable in the case of the applicant, it should be stated as ‘not applicable’.
3. The applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making changes in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
4. The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to complete the envisaged work. However, the applicants are also advised not to upload superfluous/ additional information beyond the requirements of the Bid. No information will be entertained after the application is submitted unless it is called for by the Institute.

5. Applications made by email, fax, post or by the person will not be considered.
6. Clarifications, if any, or any additional information needed may be requested in the **Pre-bid meeting**. The clarifications given and additional information furnished by IIT Tirupati during the pre-bid Meeting will form part of the Contract. The minutes of the Pre-bid Meeting, corrigendum and Addendums will be uploaded to the e-Tender website.
7. Documents submitted in connection with the tender will be treated as confidential and will not be returned.
8. Tenderers can upload documents in the form of JPG format and PDF format. The size of the individual file should not exceed more than 5MB.
9. Tenderers are requested to comply following instructions:
 - I. After submission of the online Bid the Tenderer can re-submit the revised online bid any number of times but before the last Date and time of submission of tender as notified.
 - II. While submitting the revised Bid, Tenderer can revise the rate of one or more item(s) any number of times (he need not re-enter the rate of all the items) but before the last time and Date of submission of tender as notified.
10. The item rate must be quoted in decimal values.
11. The cell meant for quoting item rates in figures appears in cyan. In addition to this, cells containing options like Excess / less which is to be selected by the Tenderer, accordingly the amount quoted shall be calculated automatically. While selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if a cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0" (ZERO).
12. The tender submitted shall become invalid if:
 1. The Tenderer is found ineligible.
 2. The Tenderer does not upload all documents as stipulated in the tender document, including the undertaking about the deposition of the original Demand Draft (EMD) of the scanned copy of the EMD uploaded.
 3. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the lowest Tenderer with the Engineer-in-Charge, IIT Tirupati
13. No intimation shall be given to the tenderers for submission of physical EMD along with other documents with the Engineer-in-Charge, IIT Tirupati.

6.3. Authority to sign the application:

1. If an individual makes the application, he shall sign it above his full type-written name and current address.

2. If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
3. If a firm in partnership makes the application, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or by a partner holding power of attorney for the firm in which case a certified copy of a power of attorney shall accompany the application. A certified copy of the partnership deed and the current addresses of all the firm partners shall also accompany the application.
4. Suppose a limited company or a corporation makes the application. In that case, it shall be signed by a duly authorized person holding power of attorney for signing the application. A certified copy of a power of attorney shall accompany the application. A limited company or corporation may be required to provide satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of Association duly attested by a public notary.

6.4. Clarification on the tender document

A prospective Tenderer requiring any clarification on the Tender Document may send their queries through email id eutenders@iittp.ac.in addressed to **EXECUTIVE ENGINEER, IIT Tirupati** up to the date of the pre-bid Meeting. All clarifications will be provided along with the minutes of the pre-bid Meeting. No further communication regarding clarification/queries will be entertained after the pre-bid Meeting.

6.5. Pre-bid meeting

The Tenderer or his authorized official representative is invited to attend a Pre-bid meeting in the Engineering Unit meeting room with the tender inviting authority on 06-05-2023 at 11.00 AM. The meeting link will be published in the CPP portal one week before the pre-bid meeting. The purpose of the Meeting will be to clarify issues and to answer questions on any matter that may be raised at that Meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Tenderer.

6.6. Amendment to tender documents

Before the deadline for submission of tenders, the tender document may be modified by the issue of an addendum. Any Addendum issued shall be part of the Tender Documents and shall be uploaded to the e-Tender website only. To give prospective Tenderers reasonable

time in which to take the Addenda into account in preparing their tenders, an extension of the deadline for submission of Tenders may be given as necessary.

6.7. Instructions for filling up the forms A, B, C, D, E & E1

1. Financial Information

The applicant should furnish the Annual financial statement for the last 3 (three) years in Form A.

2. Information about work.

1. List all works of similar class successfully completed during last the 5 (FIVE) years in Form B

2. List of projects under execution or awarded in Form – C

3. Particulars of completed works and performance of the applicant shall be duly authenticated/certified by an officer not below the rank of Executive Engineer in case of Government works or the Project Manager or an equivalent officer in case of non-governmental works separately for each work in Form - D

3. Information about the organization

The applicant is required to submit the following information in respect of his organization in forms E and E1.

1. Name and postal address including telephone and fax nos. etc. Copies of original documents defining the legal status, place of registration and principal places of business.

2. Names and titles of Directors and officers to be concerned with the work, with the designation of individuals authorized to act for the organization.

3. Information on any litigation/arbitration in which the applicant was involved during the last 5 (Five) years including any current litigation/arbitration in process.

4. Authorization for the employer to seek detailed references from clients to whom works were carried out.

5. Number of technical and administrative employees in the parent company, subsidiary company and how these would be involved in this work – Form E 1

4. Letter of Transmittal

The applicant should submit the letter of transmittal as per the format attached.

7. OPENING OF FINANCIAL BIDS

7.1. The technically qualified applicants' financial bids (Tender) will be opened on the Date and time to be intimated later.

7.2. Agreement shall be drawn with the successful Tenderer on prescribed Form No. CPWD 7 which forms part of e-Envelope 2 (Financial Bid)

8. SCOPE OF WORK

PART – A

(PLAYGROUND DAY-TO-DAY MAINTENANCE WORKS)

8.1 Brief about the IIT Tirupati campus

The Indian Institute of Technology Tirupati (IIT Tirupati), established in 2015, is an autonomous Institute under the Ministry of Education, Government of India. It is declared as an Institute of National Importance under the Act of Parliament of India (Institutes of Technology Act, 1961).

IIT Tirupati operated from the temporary campus on Tirupati – Renigunta Road initially, but all campus activities moved to Yerpedu campus as of 01 August 2022. The Stage 1A Transit Campus (over 36 acres) is integrated into the Permanent Campus spanning over 548.3 acres provided by the Government of Andhra Pradesh in Merlapaka Village on Yerpedu-Venkatagiri Highway. The Master Plan for the 12,000-student campus, has been completed. It shall include four zones, namely, Academic Zone, Hostel Zone, Housing Zone, and Recreational Zone, along with a transit campus (that is integrated with the permanent campus). It is planned to build the permanent campus in phases. A complete campus to cater to 2,500 students, 250 faculty members and 275 staff members are planned to be built by 2024. The construction is to be taken up in two stages. In Stage 1, to be completed by 2021, buildings and facilities to cater to 1,250 students and 120 faculty members are to be completed, and all operations are to be moved to the permanent campus. Subsequently, the campus shall be developed in various phases growing over 25-30 years to cater to a 12,000-student campus. Currently, the campus has air-conditioned classrooms of various capacities such as 40, 60, 90 and 120-seater classrooms to conduct classes. Also, high-end Laboratories of Civil, Mechanical, and Electrical engineering are operational at the transit campus. In addition, computer Labs, the health center, and the central library are available to facilitate students. The transit campus also hosts various indoor and outdoor sports facilities such as Badminton, Table Tennis, Gym, Volleyball, Basketball, and Football. Supporting facilities such as common dining, laundry, and stationery shops are also available.

8.2 The contractor shall provide the following minimum workforce to maintain the entire Playground's day-to-day Maintenance works.

S. No.	Workforce	Minimum Experience in Years	Qty
1	Skilled Labour	2 Years experience in relevant field	1
2	Semi-Skilled Labour	3 Years experience in relevant field	2

The contractor shall maintain a sufficient workforce to provide eligible leaves and holidays per the governing rules and regulations, laws and acts and to meet the aforesaid requirements.

8.3 DAY-TO-DAY ACTIVITIES/ WORKS

The following day-to-day maintenance responsibilities are included in the contractor's scope but are not limited to.

- a) The contractor is responsible for cleaning the playground and play fields daily, as well as marking the boundary lines for cricket, football, athletic track, volleyball, and badminton courts.
 - b) Watering and maintaining volleyball and badminton courts.
 - c) As needed, remove grass and weed plants in and around sports fields.
 - d) Drain cleaning near the sports field.
 - e) Assisting with sports and other institute events.
 - f) Moving sporting equipment from one location to another as needed.
 - g) Maintaining and cleaning sports equipment regularly
 - h) The contractor shall deploy only the semiskilled gardeners and unskilled workers cleared by Dept. Accordingly, the contractor shall present the Technician and Helpers that he proposes to deploy for this work and get clearance from Officer in charge. The department will interview these candidates, evaluate their technical skills for the respective job and clear their deployment. The candidate cleared by the Department only shall be deployed. The contractor shall certify their good anticipants and character before deploying them.
 - i) In case the department request for services of any supervisor or gardener/helper on holidays, early hours, or late hours, the contractor shall make suitable arrangements and the same shall be compensated on prorata basis.
 - j) The contractor shall abide by all prevailing statutory labor laws and regulations, including insurance, medical claims etc. contractor shall be solely responsible for the same.
1. The contractor shall ensure that the personnel engaged by him shall carefully follow all safety and security norms and security & safety requirements of work. Any damages/loss to IIT Tirupati properly by these Technicians and Helpers due to carelessness shall be recovered from the bills of the contractor. The decision of IIT Tirupati on this behalf concerning the cause of damages and quantum shall be binding on the contractor and shall be final.
 2. The contractor shall provide the basic tools of the respective trade required for the performance of the gardeners and helpers deployed by him and they should strictly follow personal hygiene and safety requirements at the work site. The rate quoted shall be inclusive of the same.
 3. If any personnel is found not suitable for deployment the department shall have the right to debar him from attending to work from immediate effect without assigning any reason and no claim whatsoever shall be entertained.
 4. The contract shall be initially for a period of 1 year, extendable to another year if the

performance is satisfactory to IIT Tirupati.

5. The contractor should deploy the required workforce daily except on Sundays and National holidays. There shall be an attendance register which shall be signed by the Skilled and unskilled workers every day while reporting for duty and while leaving duty in the evening.

The contractor should deploy a substitute instead of a person on leave for more than 2 days. If not, a penalty shall be imposed as specified.

Note: - 1

For routine/day-to-day landscape maintenance work the required number of workers and supervisors shall be deployed daily. A minimum number of workers shall be deployed including a supervisor for work on Sundays and general holidays. The bills for the work executed shall be claimed monthly on a stipulated day by the contractor with documents in support of measurement details of work executed, attendance of workforce; supervisor; payment made to workers and supervisor; deposits made with respect to ESI, P.F and adherence to all labour Act/Rules/Regulations which will be scrutinized by HO, corrections if any shall be made and payments will be affected.

Note: - 2

The rate quoted is per month for an area of approx. 8,100 sq.m. Approx. In case work is not carried out satisfactorily, the rate quoted shall be reduced based on the actual area of work done proportionally on a pro-rata basis. The decision of IIT Tirupati shall be final and binding on the contractor.

Note: - 3

The scope of work is only indicative of the probable nature of work and the entire scope of maintenance is not limited to the information furnished above and shall include all such maintenance activities for proper healthy gardens.

Minimum number of persons to be deployed day to day

- a) Skilled worker No. 01
- b) Semiskilled worker/Gardener Nos. 02
- k) Generally, working time shall be from 09:00 hrs to 17:30 hrs. However, during exceptional cases like major sports events and institute events, the contractor shall work beyond working hours. No additional payments will be made in this case.
- l) The contractor shall operate of required valves (near the sports fields) etc., whenever required and as per the directions of IIT Tirupati.

PART - B

8.4 COMPREHENSIVE AMC OF PLAYGROUND.

1. The playground lawn area is 8100 sqm (as per the attached Appendix)
2. Cleaning daily the entire area earmarked for maintenance by removing fallendry leaves and all types of waste materials lying in the garden area conveying and disposing of collected wastes in a place specified by the officer in charge from the edge of the

Lawn with all necessary tools and plants (Refer Table – 1 List of minimum tools and equipment).

3. Watering the whole area of lawns at the rate of 7 to 8 liters per sq.m area, uniformly, using all tools and tackles like rubber hoses and sprinklers. Water will be made available at watering points.
4. Applying manure (Supply of manure measured separately) by properly diluting and making it into a thin solution all as per the direction of the Horticulture Officer once a month.
5. Applying composite manure or fertilizer as the case may be to pits once a month all as instructed by the Officer in charge (Manure supply shall be measured and will be paid separately).
6. Removal of undesirable weeds and the like from the lawns, turfs etc.
7. Schedule of maintenance works to be carried out partition-wise at site. The schedule shall be followed as directed by the sports office.
8. Basin preparation, weeding, soil loosening, branch pruning, fertigation & other horticulture practices suggested by officer in charge of avenue trees.
9. The contractor shall deploy only the semiskilled gardeners and unskilled workers cleared by Dept (min 2 Nos). Accordingly, the contractor shall present the Technician and Helpers that he proposes to deploy for this work and get clearance from Officer in charge. The department will interview these candidates, evaluate their technical skills for the respective work and clear their deployment. The candidate cleared by the Department only shall be deployed. The contractor shall certify their good anticipants and character before deploying them.
10. In case the department request for services of any supervisor or gardener/helper on holidays, early hours, or late hours, the contractor shall make suitable arrangements and the same shall be compensated on prorated basis.
11. The contractor shall abide by all prevailing statutory labor laws and regulations, including insurance, medical claims etc. contractor shall be solely responsible for the same.
12. The contractor shall ensure that the personnel engaged by him shall scrupulously follow all safety and security norms and security & safety requirements of work. Any damages/loss to IIT Tirupati properly by these Technicians and Helpers due to carelessness shall be recovered from the bills of the contractor. The decision of IIT Tirupati on this behalf concerning the cause of damages and quantum shall be binding on the contractor and shall be final.
13. The contractor shall provide the basic tools of the respective trade required for the performance of the gardeners and helpers deployed by him and they should strictly follow personal hygiene and safety requirements at the work site. The rate quoted shall be inclusive of the same.
14. If any personnel is found not suitable for deployment the department shall have the right to debar him from attending to work from immediate effect without assigning any reason and no claim whatsoever shall be entertained.
15. The contract shall be initially for a period of 1 year extendable to another year if the performance is satisfactory to IIT Tirupati.

16. The contractor should deploy the required workforce daily except on Sundays and National holidays. There shall be an attendance register which shall be signed by the Skilled and unskilled workers every day while reporting for duty and while leaving duty in the evening.

SPECIFIC CONDITIONS:

Contractors shall engage and deploy experienced skilled workers/supervisors, Semiskilled workers/Gardeners & unskilled workers/helpers to gardeners who have experience in working mechanisms for attending to the maintenance of landscape and horticulture works. So, engaged skilled supervisors and Gardeners/unskilled workers/helpers shall have the ability to control landscape and horticulture maintenance works.

1. Cleaning is required in all gardens/all Lawn areas and benches etc. Wherever required cleaning work shall be carried out.
2. Maintenance should include pesticide spraying, regular watering, trimming, shaping, grass cutting and keeping the area clean in all aspects and to the satisfaction of the Client. During the summers the soil is to be mulched on top with straw and leaves to retain the humidity of the soil, for all kinds of lawns, tree pits, shrub beds etc.
3. The Agency shall take all precautions and observe adequate safety measures during the execution of services, and shall not hamper the movement of students/staff in all Gardens/all Lawn areas etc.
4. Removal of dry refuse and wet refuse obtained on cutting of lawn, trimming of plants, trees and other horticultural services should be disposed-off far away from campus within 2 to 3 days. However, before the refuse is taken out for disposal, the Security Supervisor would need to check it physically to ensure that the material being disposed of does not contain any useful items.
5. For carrying out the above job, the contractor must make his own arrangements for tools, tackles and measuring equipment, measuring meters, and safety and protective devices.
6. IIT Tirupati is an Educational & research institute and has critical manpower requirements. Please note maintenance should be done in such a way that there shall not be any hindrance to the user.
7. During emergencies like rain etc., manpower has to work beyond specified work hours, as required.
8. Contractors should deploy landscape staff having experience in handling maintenance and the ability to do landscape works.
9. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The HO is authorized to make penal deductions in the bills for absenteeism and compliance with the work. The contractor will ensure proper supervision all the time. In case of deficiency, a penalty will be imposed.
10. All the labor and expertise are included in the scope of work. No extrapayment will be made for carrying out routine documentaries and preventive maintenance.
11. It is presumed that the contractor will deploy skilled manpower as required.
12. All the assured works should be attended immediately, in case frequency/work demands more manpower, the Contractor will arrange additional manpower so as not to

disturb the research activities. Payment for the additional manpower will be made extra based on minimum wages as per recent amendment plus contractor profit.

13. Contractors will ensure consistency of work and workforce, correct troubleshooting, and good workmanship follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
14. It is purely the contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
15. The contractor shall ensure that the deployed staff have a basic qualification and is capable of handling work as stipulated in the scope of work.
16. In the case of delay, repetition of work, non-compliance, inadequate staff etc., penalties will be imposed as per the penalty clause mentioned in the terms and conditions.
17. The minimum wage of the staff should not be less than the minimum Wage Act applicable to the respective category/experience.
18. Contractor will submit the details of minimum wages as per Minimum Wage Act. as applicable to the respective category/Experience at the time of submission of Tender.
19. Contractors will submit their detailed scheme to carry out the above work along with the tender. In case of an error in typing, report of different figures, only stringent conditions will apply.

Gardener: Shall have good experience in maintaining ornamental plants including monitoring the health of all plants and green spaces, watering and feeding plants, trimming trees and shrubs, fertilizing and mowing lawns, weeding gardens and keeping green spaces and walkways clear of debris and litter.

Helper to Gardner: They should know how to do landscape and horticulture works.

Non- Compliance of work: -

In the event of failure of compliance of awarded work within the stipulated time, a penalty will be imposed as double of actual expenditure incurred in attending to the same by another Agency.

Any accident due to negligence in following safety procedures is purely the responsibility of the Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

9. CONDITIONS OF CONTRACT

9.1 DEFINITIONS

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

1. The expression 'works' or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
2. The 'Site' shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used to carry out the contract.
3. The 'Tenderer' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
4. The 'Engineer-in-charge' means the Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of IIT Tirupati as mentioned in Schedule 'F' hereunder.
5. 'Accepting Authority' shall mean the authority mentioned in Schedule.
6. 'Excepted Risks' are riots (other than those on account of contractor's employees), war, acts of God such as earthquakes, lightning and unprecedented floods, and other such causes over which the contractor has no control and accepted as such by the Accepting Authority.
7. 'Market Rate' shall be the rate as decided by the Engineer-in-charge based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.
8. 'Schedules(s)' referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard schedule of Rates of the CPWD mentioned in schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
9. 'Department' means IITT which invites the tenders.
10. 'District specification' means the specifications followed by the state of Andhra Pradesh in the area where the work is to be executed.
11. 'Tendered value' means the value of the entire work as stipulated in the letter of award.
12. Employer means IITT.
13. Where the context so requires, words imparting the singular also include the plural and vice versa. Any reference to the masculine gender shall whenever required shall refer to feminine gender and vice versa.

14. Wherever the expression "Divisional Officer" appears in the Clauses, it should be substituted by the expression "Executive Engineer (Civil)"
15. "Engineer in Charge" means Executive Engineer (Civil), IITT, and the Engineer means the officer representing the Engineer-in-Charge of the Project.

9.2 INSTRUCTIONS FOR FILLING THE BILL OF QUANTITIES (SCHEDULE A & B)

The spreadsheet containing the Bill of Quantity shall be downloaded from the above website and the same shall be uploaded to the e-Tender website after filling the rates. The file name of the spreadsheet document which is downloaded from the e-Tender website should not be changed in any case.

1. The rate (s) must be quoted in decimal value. The column meant for quoting rate in figures appears in cyan color. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".
2. The rate below / above quoted shall only be considered.
3. Tenders containing proposals for any alteration in the work or in the time allowed for carrying out the work, or which contain any other condition including conditional rebates, will be summarily rejected.
4. The officer inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest or any other tender.
5. The tender for the work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the Contractor tendering, as well as witnessing the tender, liable to summary rejection.
6. The tenderers shall sign a declaration under the Official Secret Act, 1923, for maintaining the secrecy of the tender documents, drawings or other records connected with the work given to them.

9.3 REFUND/FORFEITURE OF EMD

1. At the time of tender submission, the scanned copy of the Demand draft for Rs 12 Lakhs shall be uploaded, failing which the tender shall be rejected.
2. If a tender is accepted, a receipt for the Earnest Money forwarded in addition to that shall be given to that Tenderer.
3. Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.
4. If the lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then IITT, shall without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money.

9.4 DOCUMENTS TO BE SUBMITTED UPON ACCEPTANCE OF THE TENDER.

1. On acceptance of the tender, the name of the Tenderer's accredited representative(s) who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
2. The Tenderer shall give a list of IITT employees related to him.

9.5 SIGNING OF AGREEMENT.

1. The successful Tenderer on acceptance of his tender shall, within 14 days from the stipulated date of start of the work, sign the contract.
2. Documents constituting the contract;
 - a. Non-judicial stamp paper for value not less than Rs.100 contains the brief description of the contract duly signed by both parties.
 - b. The notice inviting e-tender, the financial bid and all other documents including drawings, if any, forming the tender as issued at the time of invitation of e-tender and acceptance thereof together with any correspondence leading thereto.
 - c. Decisions taken in the Pre-bid meeting if conducted.
 - d. Letter of acceptance
 - e. Letter of award (After submission of Performance Guarantee)

9.6 SPECIAL CONDITIONS

1. This is an item rate e-tender in two cover systems (Eligibility and Financial bid)
2. The tenderers are requested to enter their rate above/below in the prescribed cell in the BOQ spreadsheet.
3. These item rates are valid for one year from the date of award of work for all the items considered in the BOQ.
4. If the lowest rate quoted is not within the justified limit, negotiation will be conducted with the Lowest (L1) tenderer.
5. If two or more tenderers quote the same L1 rate, then a sealed revised offer will be obtained from them and the lowest rate among them will be the L1 rate for the award of all the subheads.
6. In case the revised offer also results in a tie, then the L1 will be decided based on draw of lots in the presence of concerned bidders.
7. The work will be awarded to the L1 contractor considering the rates quoted for both Part-A (Schedule I) and Part- B (Schedule II) together.
8. The rate quoted shall include all applicable taxes, including GST prevailing on the date of tender. However, the rate of tax prevailing at the date of billing will only be paid based on the submission of tax invoices as per GST rules.
9. The rates considered by IITT are inclusive of GST. Any reduction in the rates of GST from the quoted rates in the BOQ during the currency of the contract commensurate

reduction in the quoted rates in BOQ will be effected and payment will be made accordingly.

10. All the tenderers should ensure that they are GST compliant, and the quoted rates are as per GST Law. The Tenderer should submit their GST registration certificate while uploading the tender document.
11. If the tenderer fails to upload the GST Registration certificate, the tender will be summarily rejected.
12. Child Labour is strictly prohibited to work.
13. Construction labour shall not be permitted (except staff for watch and ward) to stay inside the campus and no labour camp shall be allowed to be set up inside the campus.
14. The construction activities and storage of materials shall be restricted within the area earmarked around the proposed building, which shall be barricaded with materials approved by IITT.
15. The Tenderer shall abide by the restrictions imposed by the security wing of the Institute on the working and movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entertained.
16. Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the nearby areas/buildings/forest.
17. The work should be executed during daytime only. If the work is required to be carried out at night, necessary permission of the Engineer-in-charge shall be obtained. The contractor will make his own arrangement for lighting the area; no extra amount for carrying out the work during night-time is payable. To the extent possible engaging women labour in the night shift should be avoided.
18. No plot rent shall be charged for materials stocked in the institute land during the course of construction with the prior approval of the Engineer. All such materials shall be removed at the time of completion of the work.
19. The tenderer shall be tapped from the nearest available source and make his own arrangements for the distribution of electricity to the required location.
20. Tenderers shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, and specifications of the work to be done and of the local conditions and

other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working conditions is not payable.

21. All documents forming the contract shall be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawing and figured dimensions in preference to scale.
22. In the case of discrepancy between the schedule of Quantities, the specifications and/or the Drawings, the following order of precedence shall be observed.
 - Description of the item in the Schedule of Quantities.
 - Particular Specifications and special conditions, if any
 - Drawings
 - C.P.W.D Specifications
 - Specifications of B.I.S.
23. Suppose there are varying or conflicting provisions made in any one document forming part of the contract. In that case, the Engineer-in-charge shall be the deciding authority with regard to the interpretation of the documents and his decision shall be final and binding on the tenderer.
24. The tenderer shall arrange his own electricity/power requirement if Necessary. No extra claim will be entertained for the same.
25. No trees and vegetation shall be cut by the tenderer.
26. All construction activities and labour movements should be restricted within the area earmarked for these purposes.
27. No labour camp is allowed inside the IIT Tirupati campus.
28. Firewood collection is strictly prohibited.
29. All debris generated in the site premises/material yard should be removed and disposed of outside the IIT Tirupati campus. Necessary approval from the local authorities shall be obtained by the tenderer. No additional charges will be paid for the same.
30. IIT Tirupati traffic regulations and speed limit should be followed without any violation.
31. For any dispute arising out of this agreement, the legal jurisdiction will be at Tirupati in Andhra Pradesh only.

9.7 GENERAL CONDITIONS OF THE CONTRACT

- A) All modifications leading to changes in the contract concerning technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IIT Tirupati by issuing an amendment to the contract. Any printed conditions shall not bind IIT Tirupati, provisions in the contractor's BID, forms of acknowledgment of contract and other documents which purport to impose any condition at variance with or supplement to the contract.

- B) The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of IIT Tirupati. If any with the consent of IIT Tirupati also, shall not establish any contractual relationship between the subcontractor (s) and the IIT Tirupati and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.
- C) The contractor shall mobilize complete resources like workforce, tools etc. from the date of commencement of work. If the contractor fails to mobilize as above, IIT Tirupati shall have, without prejudice to any other clause of the contract, the right to terminate the contract. The contractor shall arrange required transportation facility for the workforce under this contract. IIT Tirupati will not provide any transportation for the contractor workforce, tools etc.
- D) The contractor shall establish its own office within a radius of 50 km from the IIT Tirupati for easy access and efficient management of the contract.
- E) IIT Tirupati shall provide the required operations and maintenance logbooks, and registers mentioned in this contract.
- F) Engineer-in-Charge shall have authority for general supervision, overall supervision, co-ordination at site, proper utilization of equipment and services, monitoring of performance and progress, commenting/countersigning on reports made by the contractor's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.

Engineer-in-charge shall have the authority to follow up on the supply and direction of the work, and direction to stop the work. Whenever such stoppage may be necessary to ensure the proper execution of the contract to reject all works/materials/services which do not conform to the contract. The Engineer-in-Charge shall have no authority to either relieve the contractor of any of his duties or obligations under this contract.

Engineer-in-Charge shall have the authority, but not the obligation at all times and any time to inspect/ test/ examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility for quality of work shall rest solely with the contractor.

Each and every document emerging from site in support of any claim made by the contractor shall have the counter signature/ comments of the IIT Tirupati representative/ engineer, otherwise no claim will be entertained by the IIT Tirupati.

- G) This contract is purely a **WORKS CONTRACT** intended for carrying out all the works mentioned in this contract. At no stage, this should be construed or interpreted as a LABOUR CONTRACT or SUPPLY OF MANPOWER.
- H) **WORKFORCE**: The contractor shall deploy the minimum workforce support for PART - A works, throughout the contract period as committed in Annexure – V. The workforce shall be deployed based on the performance test conducted by IIT Tirupati in the relevant trade.
- I) The contractor may have to deploy more workforce than that committed by them (Annexure – V) in order to carry out the works within the scheduled time to the satisfaction of the Engineer-in-Charge. However, no claim can be accepted for deploying more workforce than that committed for.
- J) Only persons with known antecedents and good conduct shall be deployed. Persons who are capable, qualified and experienced in relevant fields only shall be deployed. The contractor shall be responsible for the conduct of the workforce deployed in case of any defects noticed in the workforce employed. The contractor shall withdraw the same immediately and replace such workforce with a suitable substitute to ensure efficient and effective services.
- K) The contractor shall avoid frequent replacement of working staff and shall do so only with the prior approval of Engineer-in-Charge. Whenever any worker is absent due to any reason, the contractor shall deploy a substitute worker immediately to ensure trouble-free service.
- L) The contractor shall maintain strict discipline among its workforce and shall abide by and conform to all rules and regulations promulgated by the IIT Tirupati governing the operations. If IIT Tirupati feels that the conduct of any of the contractor's workforce is detrimental, the IIT Tirupati shall have the right to request for the removal of such workforce either for incompetence, unreliability, misbehavior, and security reasons etc. while on or off the job. The contractor shall comply with any such request to remove such workforce at the contractor's expense unconditionally. The contractor will be allowed a maximum of seven working days to replace the workforce with a competent qualified workforce at the contractor's cost.
- M) The contractor shall solely and exclusively be responsible for engaging or employing the workforce for the execution of this work. All workforce engaged by the contractor shall be in its payroll and be paid by them. IIT Tirupati will have no liability whatsoever concerning the workforce engaged for this contract. The contractor shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IIT Tirupati to the workmen within 7th day of the following month irrespective of whether the contractor has raised the bill or not and furnish the necessary documents whenever required by the competent authority. It shall be the

responsibility of the contractor for any dispute arising between them and their workforce. IIT Tirupati is indemnified against losses, damages or claims arising thereof.

- N) There will be no relations between IIT Tirupati and the workforce engaged by the contractor under the contract. No claims for any employment in IIT Tirupati will be entertained or tenable. It shall be the sole responsibility of the contractor to regulate and effect any terms of employment with the engaged workforce without any liability whatsoever to the IIT Tirupati.
- O) The contractor shall be solely liable for any accident or injury that may happen to any of his workforce engaged in the contract. The IIT Tirupati shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any workforce in the employment of the contractor and the contractor shall indemnify and keep indemnified the IIT Tirupati against all such claims, damages, compensations and proceedings. The contractor shall forthwith report to the IIT Tirupati all cases of accidents to any of his workforces and shall make every arrangement to render all possible assistance and aid to the victims of the accident. The IIT Tirupati will not take any responsibility to provide safety equipment and devices to workmen and any consequential accident due to the non-provision of safety devices will be to the contractor's account. The contractor shall ensure the implementation of all necessary safety precautions in respect of various activities contemplated in the scope of the contract.
- P) **TOOLS & PLANTS:** No tools and plants will be supplied by the IIT Tirupati. All the tools and equipment, cutting of grass, lawn mower, sprinkler, works under this contract shall be arranged by the contractor at no extra cost to the IIT Tirupati. For storing the above tools and equipment safely, necessary storage open space will be provided by the IIT Tirupati. However, it is the contractor's responsibility to safeguard all his property. IIT Tirupati is nowhere responsible for the loss of contractor's property, tools, appliances, equipment etc.

The contractor shall provide minimum tools (for cleaning and maintaining the lawn) to the maintenance team for Part A & Part B.

- Q) No claim, whatsoever, either for loss of contractor's property, tools, appliances, equipment etc., or accident to workforce, during the contract, will be entertained by the IIT Tirupati. The workforce deployed on the work shall evince particular care and necessary precaution shall be bestowed where service to be maintained lies in the vicinity of electric lines and cables, both exposed and underground. Any damage to men or property of IIT Tirupati due to careless operation and any consequential losses shall be to the contractor's account. In the event of shocks, electrocution or damage to men or property, especially due to careless working, all consequential losses will be debited to the contractor. The IIT Tirupati will not be responsible for payment of any

compensation on such account. The contractor shall take all precautionary steps to avoid any accidents resulting in damages to men and property.

- R) The contractor or his workforce shall not cause any damage to the equipment/tools/plants and any of the IIT Tirupati properties during this contract period. If any damage is caused, the same shall be made good by the contractor at his own cost and risk in a manner approved by the Engineer-in-Charge. All activities shall be so carried out as not to damage IIT Tirupati property or existing sanitary/water supply/electric service lines. Any damage or loss to IIT Tirupati property due to rough or careless handling will be to the contractor's account.

Any kind of accident that may occur in the working area during this contract period will entirely be the responsibility of the contractor and IIT Tirupati will not be liable for any such accidents. The contractor shall indemnify the IIT Tirupati against any claims from any agencies/ individuals arising out of any accidents of any nature.

S) PAYMENT TERMS & CONDITIONS

for PART – A (MANPOWER SUPPLY):

- (a) The contractor shall submit the monthly bills in trivial terms with respect to a particular month in the first week of the next month.
- (b) Contractor shall submit the monthly bills for service charges (i.e. S. No. 1.01 of schedule of quantities as per Schedule -1) and the payment towards services shall be made per month, effective within 30 days after receipt of monthly bills and after certification by Engineer-in-charge. The amounts to be made per month shall be kept firm during the contract period and any request for enhancement of the rates due to any reason shall not be entertained.
- (c) Contractor shall submit the monthly bills for materials used for replacement of faulty materials. Payment towards the replacement of faulty material with brand-new spares shall be released monthly, effective within 30 days after receipt of monthly bills and after certification by Engineer-in-charge. The rates of materials shall be as per the rates quoted. Any request for enhancement of the rates due to any reason shall not be entertained.
- (d) For the items not covered in the BoQ shall be as per the clauses mentioned somewhere in this tender for respective works.
- (e) The wages paid to the worker by the contractor shall not be less than the rates notified by the Chief Labour Commissioner (Central), from time to time with regard to the minimum wages applicable to the respective categories of workers. In case of revision of the wages, the contractor shall have to pay the minimum wages at the revised rate without fail and the contractor will not be allowed to get the differential amount from IIT Tirupati.

- (f) Payment shall be made to the contractor after production of documentary evidence about making payment of minimum wages to their employees engaged through this contract.
- (g) Entire workforce deployed shall be covered by EPF & ESI. Payment of EPF & ESI contributions is sole responsibility of the Contractor and the Contractor shall indemnify IIT Tirupati in this regard. Non-payment of EPF & ESI contributions to the Government as per the extant rules will be viewed seriously. Documentary evidence for payment of EPF and ESI shall be provided along with the bill for making necessary payments.
- (h) The contractor shall ensure that the bill submitted for the respective months must be supported with the documents confirming the EPF and ESI contribution along with documentary evidence confirming the payment done to the workforce.
- (i) Any shortage in the attendance of the workforce committed by the contractor is not acceptable. In case of shortage of workforce on exceptional grounds, a suitable substitute shall be deployed. In case of continuous absence of the workforce (more than two days), liquidity damage of ₹ 1000.00 per day per person shall be recovered from monthly bills. Any loss incurred to the IIT Tirupati due to the shortage of workforce shall also be recovered from monthly bills.
- (j) Payment to the contractor would be strictly on certification of Engineer-In-Charge w.r.t satisfactory services.
- (k) Payment shall be made after deduction of GST and any other taxes deductible at source under the law in force. The applicable taxes and duties will be paid against documentary evidence.
- (l) In case of complaint of non-fulfillment of any obligation under the contract, IIT Tirupati reserves the right to withhold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
- (m) Everyday morning pep talks should be given to the Technician and helper regarding the work and safety.

for PART – B (COMPREHENSIVE AMC):

- (n) The contractor shall submit the monthly bills in trivial terms with respect to a particular month in the first week of the next month as per the quoted rate per month.
- (o) Payments shall be released within 15 days from the date of submission of bills.
- (p) Payment shall be made after deduction of GST, Security deposits, Labour cess and any other taxes deductible at source under the law in force. The applicable taxes and duties will be paid against documentary evidence.

- T) **INSURANCE:** The contractor shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the contractor under this contract in respect of its personnel deputed under this contract as well as the contractor's equipment, tools and any other belongings of the contractor or their personnel during the entire period of their engagement in connection with this contract. IIT Tirupati will have no liability on this account.
- U) **TECHNICAL SPECIFICATIONS:** All works are to be carried out as per current specifications prevailing in the BIS, CPWD, and statutory norms prescribed by local bodies, Fire Authorities and directed by the Engineer-in-Charge.
- V) **DURATION OF CONTRACT:** The contract shall remain valid for a period of 12 (twelve) months from the starting date of the contract period. IIT Tirupati reserves the right to extend the contract in whole or part thereof up to 100% of the value at its discretion provided the successful tenderer has completed the work satisfactorily. However, IIT Tirupati reserves the right to terminate the contract at any time before the expiry of the normal tenure in case the service is found to be deficient/ unsatisfactory.
- IIT Tirupati reserves the right to review the performance and if the performance is not satisfactory during the initial period of three months, the work is likely to be terminated. The contractor has to forego the Performance Bank Guarantee amount.
- W) **UNIFORM, SAFETY SHOE, SAFETY HELMET, SAFETY JACKETS & IDENTITY CARDS:** Three sets of Uniform for each workforce i.e., Pant, Shirt along with Shock Proof Safety Shoes, Safety Jackets & Identity cards etc. shall be provided within 15 days of commencement of work. The uniform should be in a decent manner. The colour will be decided by the Engineer-in-Charge. All workforce shall wear the uniform, safety shoes, safety helmets, Safety Jackets & identity cards while on duty. (Applicable for Part -A and Part-B)
- X) **SAFETY:** The contractor shall be responsible for the safety of all its workmen/employees during the period of execution of the work. The contractor shall provide all safety equipment like safety shoes, safety helmets, Safety Jackets, safety belts, etc., to all its workmen/employees to ensure their safety during the execution of the work. The IIT Tirupati shall not be held responsible in case of any accidents, mishaps etc. to the contractor and its employees. The contractor shall provide a first-aid facility at the site for his workforce. The contractor shall report all accidents/ near misses etc., along with the root cause analysis and action taken reports to IIT Tirupati.
- Y) **ACTS & LAWS:** The contractor shall be deemed to have acquainted himself with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation, and other related Acts & Laws prevalent in India and as amended from time

to time. The contractor shall strictly adhere to various labour laws, rules, regulations and notifications issued there from time to time.

- Z) **LABOUR LICENSE:** The Necessary Labour License for employment of workers shall be obtained by the contractor immediately on receipt of Letter of Award/Letter of Commencement/Work Order from the Labour Officer concerned from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and/or renewed whenever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the IIT Tirupati before taking up the work.

Contractor shall be responsible to maintain, at site, relevant labour engagement registers for inspection by Labour Enforcement Authorities as and when called for. Any fine/compensation levied by the appropriate authority for failure to maintain required labour records at site, will be to the contractor's account.

- AA) **RECORDS:** The books of accounts shall be maintained by the contractor as per applicable rules more specifically indicating the attendance (Biometric attendance shall be fixed in the EU building), acquaintance of wages paid, EPF & ESI etc., and the IIT Tirupati shall have the right to inspect these records at any point of time and take necessary action to levy compensation for non-compliance of these provisions.

- BB) **DEATH, BANKRUPTCY:** If the Contractor dies or dissolves or goes into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in the law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IIT Tirupati and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IIT Tirupati may terminate the Contract by notice in writing to the Contractor.

- CC) **FORCE MAJEURE:** Force majeure is an event beyond the control of the contractor and not involving the contractor's fault or negligence and is not foreseeable. Such events may include, but are not restricted to acts of the IIT Tirupati / contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The decision about force majeure shall rest with IIT Tirupati which shall be final and binding.

If there is a delay in performance or other failures by the contractor to perform obligations under its contract due to the event of a force majeure, the contractor shall not be held responsible for such delays/failures.

If a force majeure situation arises, the contractor shall promptly notify IIT Tirupati in writing of such conditions and the cause thereof within fifteen days of the occurrence of such event. Unless otherwise directed by IIT Tirupati in writing, the contractor shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

DD) **ARBITRATION:** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the works, specifications and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Dean Planning & Infrastructure of IIT Tirupati and if Dean Planning & Infrastructure is unable or unwilling to act, to the sole arbitration of some other person appointed by the Dean Planning & Infrastructure, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Engineer-in-Charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed an employee of IIT Tirupati and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Dean P&I as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearings. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

10. SCHEDULES

Schedule 'A' - The Schedule of rates is enclosed in both Excel and Pdf format in this document. (Schedule-1&2)

Schedule 'B' - Schedule of materials proposed to be issued to the tenderer.

NO MATERIAL SHALL BE ISSUED TO THE TENDERER BY IITT

Schedule 'C' - Schedule of tools and plants proposed to be hired to the tenderer.

NO TOOLS AND PLANTS SHALL BE HIRED TO THE CONTRACTOR BY IITT

Schedule 'D' - Extra schedules for specific requirements/documents for the work, if any.

NIL

Schedule 'E' - Price escalation – **Not Applicable**

Schedule 'F'

Name of work: Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).

Estimate cost put to tender : Rs 14.25 Lakhs

Earnest Money Deposit: Rs. 28,500/- towards Earnest Money Deposit (EMD) drawn in favour of IIT Tirupati, Tirupati - 517619 and payable at Tirupati.

Performance Guarantee : 5% of the tendered value

Security Deposit : 2.5% of the tendered value

General Rules and Directions:

Officer inviting tender : Executive Engineer (Civil), IITT

Maximum percentage for the quantity of items works to be executed beyond which rates are to be determined in accordance with clause 12.2 and 12.3. } : See below

Definition

Engineer-in-charge : Executive Engineer (Civil)

Accepting Authority : Director, IIT Tirupati

Percentage on the cost of material and labour to cover all overheads and profit : 15%

Standard schedule of rates : CPWD DSR 2021

Department : IIT Tirupati

Standard CPWD contract form : CPWD form 7 with up-to-date Modification and correction

Clause 1

- i.) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance in days. : 7 (Seven)_Days

- (ii) Maximum allowable extension beyond the period provided above : 7(Seven) Days.

Clause 2

Authority for levying compensation under clause 2 : Executive Engineer

Clause 2a

Whether clause 2a shall be applicable : Not applicable.

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning the date of start : 14 Days

Milestones to be achieved shall be as given below: Not Applicable

Time allowed for execution of work : **12 months (May be extended further one year based on the performance with cost escalation of 5%)**

Authority to give fair and reasonable Extension of time for completion of work : Executive Engineer, IITT

Clause 6A: Applicable to this contract. The following condition shall also be applicable.

Clause 7

Gross work to be done with net payment.

after adjustment of advances for material collected, if any, since the last such payments for being eligible for interim payment

: Rs. 5 Lakhs or as certified by the Engineer-in-Charge

Whether Clause 10B (ii) shall be applicable

: Not applicable

Clause 10 CC

: Not applicable to this contract

Clause 10 CA and 10C

: Not Applicable to this contract.

Clause 11

Specification to be followed for execution of work.

As per DSR 2021 Rates (Civil)

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work

No Limit

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.

No Limit

Clause 16

Competent Authority for deciding reduced rates for items which are not as per specification.

Executive Engineer (Civil)

Clause 25 Settlement of Disputes & Arbitration: Yes, Applicable to this contract

11. ADDITIONAL SPECIFICATIONS

The additional specification below is not a substitute for CPWD or IS specifications. These shall be read along with CPWD specifications or IS specifications.

11.1 GENERAL

1. The work shall be carried out using metric dimensions only and shall be measured and paid in metric dimensions. F.P.S. units, if any, mentioned in drawings etc are for guidance only.
2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revision thereof if any, up to the date of receipt of tenders.
3. Unless otherwise specified in the schedule of quantities the rates for the various items are for execution at all heights, levels and locations.

4. Unless otherwise specified in the schedule of quantities the rate for the items of the work shall be considered as inclusive of pumping out or bailing out water during execution if required, for which no extra payments will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.

12. STATUTORY REQUIREMENTS / APPROVAL FROM STATUTORY AUTHORITIES

Work for electrical installation shall be carried out in accordance with this specification and complying with the relevant statutory requirements and national standards. It shall be the responsibility of the contractor to obtain approvals from competent Central or State Government authorities and satisfy them regarding the compliance with relevant regulations for this scope of work.

The work should be carried out only under the supervision of licensed supervisors. The licenses possessed by the Contractor's supervisor shall be made available to the Client for scrutiny before commencement.

13. INSURANCE

13.1 Insurance of Works

The Contractor shall effect Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following:

- a) The Works at the contract price together with the materials for incorporation in the works at their replacement value.
- b) All plants and equipment and other things brought to the site by the Contractor at their replacement value.

The insurance shall be against all losses or damages from whatever causes, other than excepted risks, as defined in Clause 2 of Conditions of Contract, for which the Contractor is responsible under the Contract. The insurance cover shall be for the period of the contract and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Contractor in the course of any operations carried out for the purpose complying with his course of any operations carried out for the purpose of complying with his obligations during maintenance period under Clause 17 of Clauses of Contract. Such insurance shall be effected with an insurer and with terms approved by the Employer. The Contractor shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

13.2 Third Party Insurance

Before commencing the execution of the Works, the contractor shall insure against the liability for any material or physical damage, loss or injury which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the works or in the carrying out of the Contract. The sum insured will be Rs.5 lakhs. Such insurance shall be effected with an insurer and in terms approved by the Employer. The Contractor shall, whenever required, produce before the Engineer-in-charge the policy or policies of insurance and the receipts of payment of the current premiums.

13.3 Workmen's Insurance

The employers shall not be liable for any payment in respect of any damages or compensation payable according to the law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or any sub-contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for sum of the established norms during the entire period till completion of Period of Maintenance.

The contractor shall at his own expenses take and keep a comprehensive insurance without limiting any of the other obligations or liabilities for his workforce being engaged and for all the work during the execution. The contractor shall have to furnish the originals along with premium receipts and other papers related to the workmen's insurance to the Engineer In-charge within 15 days from the date of commencement of the contract.

13.4 Recovery from the Contractor

Without prejudice for the other rights of the Employer against the Contractor in respect of default, the Employer shall be entitled to deduct from any sums payable to the Contractor for the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor.

13.5 Extension of time

The Contractor, in case of rebuilding or reinstatement, shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

13.6 Insurance by Sub-Contractors

Without prejudice to his liability under this clause, the Contractor shall also cause all Sub-Contractors to effect, for their respective portions of the works, similar policies of

insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a Sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

13.7 Period of Policies

All the insurance covers mentioned above shall be kept alive during the complete period of the contract. If the Contractor shall fail to effect and keep in force the insurance referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on the advice of the Engineer-in-Charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any amounts of money due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

13.8 Damage to Persons and Property – Employer to be Indemnified

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

- (a) The permanent use or occupation of land by the works or any part thereof.
- (b) The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.
- (c) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

Signature of Contractor

Executive Engineer

14. FORMS

1. LETTER OF TRANSMITTAL

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the Tenderer)

To
THE EXECUTIVE ENGINEER (CIVIL),
Engineering Unit,
IIT Tirupati, Tirupati – 517 619

Sub: Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt). Sir,

Having examined the details given in the notice inviting qualification application and tender and the qualification documents for the above work, I/We hereby submit the application for eligibility and the tender (financial Bid) for the work duly filled in.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I/We submit the requisite solvency certificate and authorize the EXECUTIVE ENGINEER (CIVIL), Engineering Unit, IITT, Tirupati to approach the bank concerned to confirm the correctness of the certificate. I/We also authorize the EXECUTIVE ENGINEER (CIVIL) to approach individuals, firms and corporations to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works.

Name of work

Certificate from

5. I/We certify that the tender document uploaded is the replica of the document published by the IITT and no alterations and additions have been made by me/us in the e-tender document.
6. I am / We are aware that the Financial Bid submitted by me/us will not be opened if I/We do not become eligible after evaluation of my/our application for eligibility.
7. The Original Demand Draft (EMD which was/were scanned and uploaded in the e-Tender shall be deposited by me/us with the Engineer-in-Charge in case I/we become the lowest Tenderer within a week of the opening of the financial Bid otherwise department may reject the tender
8. I/we certify that, the declaration as enclosed in Annexure VII & Annexure VIII which were scanned and uploaded while submitting the e-Tender.

Seal of the Tenderer
Date of submission

Signature of the Tenderer

FORM 'A'

FINANCIAL INFORMATION

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the Tenderer)

1. Financial Analysis –

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be uploaded separately).

SI No	Details	Year ending 31 st March 2022				
		2018	2019	2020	2021	2022
1	Gross annual turnover in construction work					
2	Profit (+) / Loss (-)					

2. Financial arrangement for carrying out the proposed work.

3. Income Tax PAN details (to be enclosed separately)

4. Solvency certificate from Bankers of Applicant (to be enclosed separately)

SIGNATURE OF APPLICANT (S)

SIGNATURE OF CHARTERED ACCOUNTANT WITH SEAL

FORM ' B'

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the Tenderer)

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS
ENDING BY 31st December 2022.**

Sl No	Name of work/project & location	Owner or sponsoring organizations	Agreement No	Scope of work *	Cost of work in Crores	Date of commencement as per Contract	Stipulated Date of completion	Actual Date of completion	Litigation/ Arbitration pending / In progress with details **	address/ Tel No of Officer to whom reference may be	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* Indicate the Number of works carried out.

** Indicate the gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant(s)

In case of works carried out for private persons / Organizations copies TDS certificate along with a copy of the performance order and work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

FORM- B1

**(To be duly filled, signed, scanned, and uploaded along with e-Envelope 1 by the
Tenderer)**

ADDITIONAL INFORMATION FOR COMPLETED WORKS

1. Name of work
2. Location
3. Client's name and address
4. Consultant's name and address.
5. Scope of work.
6. Specialized equipment deployed for the project.
7. Project Management organization structure.
8. Number of shifts and duration adopted in execution.
9. Systems adopted for timely completion of the project.

*Additional information shall be uploaded separately

SIGNATURE OF APPLICANT(S)

FORM 'D'

**(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the
Tenderer)**

PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'

1. Name of the work / Project & Location.
2. Scope of work.
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Value of work done
7. Date of Start
8. Date of completion
 - i. Stipulated Date of completion.
 - ii. Actual Date of completion.
9. Amount of compensation levied for delayed Completion if any.
10. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good / Good / Fair

DATE

**EXECUTIVE ENGINEER /
PROJECT MANAGER OR
EQUIVALENT**

(*Signature and seal of the client/owner to whom the work was executed)

* Certified by self will not be accepted

FORM 'E'

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the Tenderer)

STRUCTURE AND ORGANISATION

1. Name and address of the applicant
2. Telephone No./Fax No/E-Mail address.
3. Legal Status (attach copies of the original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photocopy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend construction for a period of more than six months continuously after the construction was commenced?
If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of a partnership firm, ever abandoned the awarded work before its completion?
If so, give the name of the project and give reasons thereof.
8. Has the applicant or any constituent partner in case of a partnership firm, ever been debarred/blacklisted for tendering in any organization at any time? If so, give details:
9. Has the applicant or any constituent partner in case of a partnership firm, ever been convicted by a court of law? If so, give details.
10. In which field of Civil Engineering Construction, specialization and interest is?
11. Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

* Additional information shall be uploaded separately

On Company Letterhead

ANNEXURE – I

TENDER FEE & EMD PAYMENT DETAILS

To
The Executive Engineer,
Engineering Unit, IIT Tirupati,
Merlapaka (V), Yerpedu (M),
Tirupati (Dt)-517619.
Andhra Pradesh.

Sub: **Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).**

Sir,

We, the undersigned, declare that the Tender Fee & EMD is submitted as per the tender document and the payment details are as given in the table below.

Particular	Amount	Payment Reference Details	Payment Date
Tender Fee	₹ 1,000/-		
EMD	₹ 28,500/-		

Signature and Seal of the Bidder:

Date:

UNDERTAKING FOR TERMS & CONDITIONS

To,
The Executive Engineer,
Engineering Unit, IIT Tirupati,
Merlapaka (V), Yerpedu (M),
Tirupati (Dt)-517619.
Andhra Pradesh.

Sub: Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).

Sir,

I/We hereby offer to carry out the work of Comprehensive AMC for Playground and Sports fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).

I/We hereby confirm and declare that I / We have carefully read, understood & complying with the above-referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I/We also confirm that the rates quoted by me/us are inclusive of all taxes, duties etc., applicable as on date.

I/We agree to execute all the work referred to in the said documents upon the terms & conditions contained in the tender document.

Signature and Seal of the Bidder:

Date:

FORM OF UNDERTAKING FOR NOT TO SUBLET THE WORK

To,
The Executive Engineer,
Engineering Unit, IIT Tirupati,
Merlapaka (V), Yerpedu (M),
Tirupati (Dt)-517619.
Andhra Pradesh.

**Sub: Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT
Tirupati, Yerpedu (M), Tirupati (Dt).**

Sir,

With reference to the above, I hereby undertake not to sublet the work cited above if the work is allotted to me.

Signature and Seal of the Bidder:

Date:

**UNDERTAKING FOR MINIMUM WORKFORCE SUPPORT REQUIRED FOR PART-A
WORKS**

To,
The Executive Engineer,
Engineering Unit, IIT Tirupati,
Merlapaka (V), Yerpedu (M),
Tirupati (Dt)-517619.
Andhra Pradesh.

Sub: Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).

It is certifying that we will ensure the minimum workforce as mentioned below will be deployed (i.e. schedule of quantities-1 for the scope of Part-A) during the entire tenure of the contract, abiding by the tender document terms and conditions

S. No.	Workforce	Minimum Experience in Years	Qty
1	Skilled Labour	2 Years experience in relevant field	1
2	Semi-Skilled Labour	3 Years experience in relevant field	2

However, in case of any emergency works, major breakdown works, to attend the complaints within 24 hours, extra workforce will be deployed as per requirement, but we will not claim the charges for the same. I/We shall maintain sufficient workforce to provide eligible leaves, and holidays for all the above workforce as per the governing rules and regulations, laws, and acts.

Signature and Seal of the Bidder:

Date:

BG FORMAT FOR SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of ₹ 200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

WHEREAS on or about the _____(date, month, year), M/s _____ (Contractor name), having its registered office situated at _____(Postal address) (hereinafter referred to as Contractor) entered into a contract agreement bearing reference no. _____ dt. _____ with Indian Institute of Technology Tirupati, Merlapaka (V), Yerpedu (M), Tirupati (Dt), Andhra Pradesh - 517619 (hereinafter referred to as IIT TIRUPATI), for **Comprehensive AMC for Playground and Sports Fields Maintenance Works in IIT Tirupati, Yerpedu (M), Tirupati (Dt).**

AND WHEREAS under the terms and conditions of the contract agreement, the contractor is required to submit a Bank Guarantee for an amount of ₹ _____ (_____ Rupees only) as performance security deposit for the fulfillment of the terms and conditions of the contract agreement, and the contractor is ready to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IIT TIRUPATI stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IIT TIRUPATI by reason of breach of any of the terms and conditions of the said contract agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to IIT TIRUPATI any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract agreement and that it shall continue to be enforceable till all the dues of IIT TIRUPATI under or by virtue of the said contract agreement have been fully paid and its claims satisfied or discharged or till IIT TIRUPATI certifies that the terms and conditions of the said contract agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IIT TIRUPATI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract agreement or to extent time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by IIT TIRUPATI against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract agreement and we shall not be relieved from our liability by reason of any such variation, or extension is granted to the said contract agreement or for any forbearance, act or omission on the part of IIT TIRUPATI or any indulgence by IIT TIRUPATI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IIT TIRUPATI in writing.

Dated the _____ day of 2023.

.....
Signature of the Authorized Officer of the Bank

.....
.....

(Name and designation of the Officer)

Seal

Name, Address of the Bank (Head Office) with Phone/Fax Nos.
Name & Address of the Branch with Phone/Fax Nos.

(To be given on the letterhead of the bidder)

No. _____

Dated: _____

CERTIFICATE
(Bidders from India)

I have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India and hereby certify that I am not from such a country.

OR (whichever is applicable)
(Bidders from a Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India and hereby certify that I am from _____
(Name of Country) and has been registered with the Competent Authority. I also certify that I fulfill all the requirements in this regard and am eligible to be considered. *(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place:
Date:

Signature of the Tenderer
Name & Address of the
Tenderer with Office Stamp

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) 2017

Tender Reference

Number:

Name of the item / Service:

Date:

I/We _____ S/o, D/o, W/o, _____ Resident of _____
 _____ Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide Gol Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (✓) and Fill in the Appropriate Category	
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under the “ Class-I Local Supplier ” category.
<input type="checkbox"/>	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 20% but less than 50% and comes under the “ Class-II Local Supplier ” category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in Percentage

Percentage of Local content: _____%**.

Place of the local content value calculated: _____

For and on behalf of (Name of firm/entity)
--

Authorized signatory (To be duly authorized by the Board of Directors)
 <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value over Rs. 10 Crores, the bidders shall provide this certificate from a statutory auditor or a cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority.

**** Services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC cannot be claimed as local value addition**

Certified that the Application for Eligibility as published on the e-Tender website contains 55 pages only.

Executive Engineer (Civil)
Engineering Unit,
1st Floor, Permanent campus,
IIT Tirupati, Tirupati – 517 619

Signature of the Tenderer

[FINANCIAL BID FORMAT AS PER CPP PORTAL]

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Executive Engineer (Civil)

Name of Work: Comprehensive AMC for Playground and Sports Fields Maintenance Works at various locations in IIT Tirupati, Yerpedu (M), Tirupati (Dt).

Contract No: IITT/EU/EE(C)/2023-24/002

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT inclusive of all Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Comprehensive AMC for Play Ground and Sports Fields						
1.01	PART-A Annual Maintenance of the Playground & Sports Fields as per Schedule-1	12.000	Months	48000.00		0.00	INR Zero Only
1.02	PART-B Lawn maintenance as per the Schedule -2	12.000	Months	70767.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only			