



**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
DESIGN AND MANUFACTURING KANCHEEPURAM.**

**(An Institute of National Importance under MoE, Government of India)
Off Vandalur-Kelambakkam Road, Melakkottaiyur, Chennai-600 127.**

NOTICE INVITING TENDER (E-PROCUREMENT MODE)

General Terms and Conditions

(This General Terms and conditions are the part and parcel of each and every contract awarded to the contractors. This terms and conditions also the part of agreement)

Before quoting the bid, the bidder has to read the document carefully and give the acceptance in the self-declaring form.

1. **THE BID DOCUMENT:** The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include all the NIT documents, agreement, BG format and other Annexures.

PREPARATION OF BIDS:

- 1.1 Tender document complete in all respect needs to be submitted by the bidder only through online eWizard portal <https://mhrd.euniwizarde.com>.
- 1.2 Bid shall contain **EMD/Bid Declaration Form** along with detail and documents conforming to eligibility criteria, experience of bidder, schedule of work duly filled with unit price amount separately for each item etc., as mentioned in the tender document. Each page/document of the bid should be digitally signed by the tenderer or his authorized representative. Rates should be quoted inclusive of excise duty, freight & forwarding, installation, testing and commissioning and excluding GST as applicable. No extra rate will be paid by the institute on any account separately.
- 1.3 The price bid submitted in the tender shall be in the form of typed quoting including all relevant financial quotes, in words as well as figures as stipulated, digitally signed by tenderer / Agency / Firm, Special concession in rates if any applicable for Educational Institutions shall also be offered and indicated clearly.
- 1.4 Hand written financial quotes in the tender form are liable to be rejected. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re calculated and considered for price ranking. No page should be left Blank.
- 1.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 1.6 A check-list/bidder experience format needs to be submitted by all the bidders.
- 1.7 All documents forming a part of the Tender document should be digitally signed by the authorized bidder. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- 1.8 The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the institute shall be typed in English language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the relevant passages in English/Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 1.9 The bid papers/documents, duly filled/typed in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 1.10 The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- 1.11 Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be carried out as directed by the Engineer-in-charge of IIITDM.
- 1.12 Apart from submitting through eWizard, bids tendered through Hard copy/ Telex/ Telegraphic/ Tele fax/email/post or any other mode shall not be considering for the award of this contract.

2. **DEADLINE FOR SUBMISSION OF BIDS:** The Bids must be submitted not later than the **date prescribed in the tender document.**
3. **LATE/WRONGLY DELIVERED BIDS:** Bidders are advised in their own interest to ensure that there are submitted before the closing date and time of the tender. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of IIITDM Kancheepuram shall be final and binding on all the bidders.
4. **INCOME TAX LIABILITY:** The Contractor will have to bear entire Income Tax liability both corporate and personal whatsoever at his own end and IIITDM Kancheepuram shall in no way be under any obligation to bear it.
5. **PERIOD OF VALIDITY OF BIDS:** Bids shall be valid for acceptance normally for a period of 3 months or as indicated in 'General Information' (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the IIITDM, Kancheepuram may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.
6. **UNSOLICITED POST TENDER MODIFICATIONS:** Unsolicited request for post-tender modification(s) shall lead to rejection of the offer.
7. **NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS:** Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.
8. **CONTACTING IIITDM AUTHORITIES:** No bidder shall contact any of the IIITDM Kancheepuram authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.
9. **EXAMINATION AND EVALUATION OF BIDS:** A committee/person constituted by the IIITDM Kancheepuram for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee/person shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee/person may seek clarification/additional information from the bidders at any stage before the Contract is finally awarded.
10. **CRITERIA FOR THE AWARD OF CONTRACT:** IIITDM Kancheepuram will award the contract to the successful bidder whose bid has been determined to be in full conformity with the bid documents and has been determined as the lowest evaluated bid.
11. **CANCELLATION OF TENDER PROCESS:** Committee/ person duly constituted by the IIITDM Kancheepuram, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. The IIITDM reserves the right to accept any bid in part or split the contract between two or more bidders.

12. NOTIFICATION OF AWARD (NOA)/ AWARD OF WORK ORDER: Prior to the expiry of bid validity period, IIITDM Kancheepuram will notify to the successful bidder in writing that his/her bid has been accepted.

13. SECURITY DEPOSIT

13.1 Successful Bidder shall submit the Security Deposit as prescribed in the tender document in the form of a Crossed Demand Draft/Pay Order/Banker's cheque/FDR drawn/Bank guarantee in favor of "The Registrar, IIITDM Kancheepuram", payable at Chennai.

13.2 Within 07 (SEVEN) working days of the receipt of Notification of Award (NOA) / Award of Work order from IIITDM Kancheepuram, the successful bidder shall furnish Security Deposit in accordance with the conditions of the contract as per Para above.

13.3 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of his/her Earnest Money Deposit.

13.4 In case the work is abandoned during the course of work by the contractor or failure of Contractor to comply with the directions of IIITDM Kancheepuram or Contractor fails to complete the assigned work within the Work Completion Period, or quality of the work is found to be unacceptable to the institute or the Contractor is unable to rectify the defects within the time frame provided for completion of the work or not providing satisfactory services during the Defect Liability Period as specified (i.e., 12 months after completion of work) the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of IIITDM, Kancheepuram.

13.5 On successful completion of the Contract, Security Deposit will be released after completion of Defect Liability Period i.e. 12 months from the date of completion of AMC.

13.6 No interest will be payable by the Institute to the Contractor on the Security Deposit / Performance Guarantee.

14. SIGNING OF CONTRACT: The successful bidder shall be required to sign a formal detailed contract / agreement with IIITDM Kancheepuram within a period of 07 working days after depositing Security Deposit. Failure to do so on the part of the Contractor, Notification of Award is liable to be cancelled and Security Deposit is liable to be forfeited.

15. COMMENCEMENT OF WORK: Successful bidder shall be required to commence the work within 07 working days after signing the contract or handover of site, whichever is earlier. In case of failure to commence the work by the Contractor within 07 days after signing of the contract or handover of site, the Institute shall be at the liberty to terminate the Award and forfeit the Security Deposit.

16. WORK COMPLETION PERIOD: Work shall be executed and completed as per the scope of work detailed in the NIT. In case the Contractor fails to complete the assigned work within specified Period, IIITDM Kancheepuram may recover Liquidated Damage and/or terminate the Contract and/or forfeit the Security Deposit. IIITDM Kancheepuram on its part would be required to handover the site to the Contractor free from any encumbrance.

17. COMPLIANCE TO SCHEDULE OF WORK:

17.1 The requirements given in the 'Schedule of Work' are only indicative and not exhaustive. Contractor shall be required to complete the work as per Central Public Works Department / Original Equipment Manufacturer / Indian Standard, state/central Govt. norms & institute norms, the decision of IIITDM Kancheepuram authorities in this regard shall be final and binding on the Contractor.

- 17.2 Timely completion of the assigned work / attending the complaint shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this Institute reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by IIITDM Kancheepuram shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee, as deemed fit by the Institute.
- 17.3 The Contractor shall work in a way such that it should not affect or inconvenient to institute works or other contract works or equipment of IIITDM, Kancheepuram. If institute felt inconvenience due to contractor work during office hours, the Contractor may have to do the work after office hours or on weekends/holidays in a safe manner, which is by considering all contractor/ IIITDM hazardous equipment into account.
- 17.4 Decision of IIITDM Kancheepuram regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to IIITDM Kancheepuram. The Contractor shall be bound by any such decision, directions of IIITDM Kancheepuram officials.
- 17.5 The Contractor shall ensure performance of all activities, which have been listed under the '**Schedule of Work**' of the tender document. He/ She shall be under obligation to carry out all of the works stipulated in the contract.
- 17.6 Failure to comply with the conditions governing this Contract, the Contractor is liable for Penalty and Termination of Contract as stipulated in this Tender Document.

18. INSPECTION AND QUALITY ASSURANCE

- 18.1 Engineer-in-charge or any other representative/official deputed by the IIITDM, Kancheepuram shall has a right to inspect, test and review the work/service/maintenance/supplied materials provided by the contractor at any point of time during the contract and during the review or inspection, IIITDM Kancheepuram may direct the Contractor to get any/all materials/samples tested from specified organization(s) / OEM / ISI for conforming product standard specifications at the cost of the Contractor.
- 18.2 The supply of materials, equipment etc., should be conforming to reputed OEM brands and ISI marks also the works must be carried as per Govt. norms and as per the direction of IIITDM Engineer-in-charge. Samples of all materials, spares / fixtures as specified in 'Schedule of Work' shall be got approved from the Engineer-in-charge before their use by the Contractor. Catalogues / Brochures/test certificates are also to be brought by the Contractor along with samples wherever required.
- 18.3 In case, any inspected or tested material fails to conform to the product standard specifications i.e., replacement of ISI marked item or workman ship is found to be unsatisfactory at any stage IIITDM Kancheepuram may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workman ship, at no additional cost to IIITDM Kancheepuram, within the Work Completion Period as per terms and conditions.
- 18.4 All the unused materials like iron bars, rods, clips, wires, cables, cards, electrical & electronic boards, nails, carton box, wooden packing materials, oil, cloth, papers, plastic covers and other stones, debris (Malba and rubbish material) etc., shall be removed and suitably disposed of outside building premises regularly and after the completion of the work at no additional cost. The site should be handed over to IIITDM Kancheepuram in good condition. The Contractor shall bear sole liability for proper disposal of debris.

- 18.5 Watch and ward of the material, tools and tackles used by the Contractor before/during and after execution of work shall be the responsibility of the Contractor till job is duly completed and handed over to the Institute. IIITDM Kancheepuram shall in no way be responsible for the security of the material kept in IIITDM premises for the purpose of the Contract.
- 18.6 If required, the contractor has to make the arrangements for Engineering in charge of IIITDM to inspect or test the ordered materials/ equipment at manufacturing premises without any additional cost.

19. COMPLIANCE OF STATUTORY PROVISIONS, LAWS, RULES, ORDERS, NOTIFICATIONS, ETC. ISSUED BY GOVERNMENT FROM TIME TO TIME:

- 19.1 The Contractor shall comply with all the statutory provisions, laws, rules, orders, notifications, etc., issued by Central or State or Local Government as applicable to this contract from time to time while discharging his responsibilities under this contract and indemnify the Institute against any loss which accrues to the IIITDM, Kancheepuram directly or indirectly on account of commission/ omission of his responsibilities under this contract.
- 19.2 The Contractor shall not engage/employ persons below the age of 18 years.
- 19.3 In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and IIITDM Kancheepuram shall not be liable for any claim for damages or compensation.
- 19.4 IIITDM Kancheepuram shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.
- 19.5 The Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him/her, for the purpose of this Contract, is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in IIITDM Kancheepuram, under the provisions of this Contract. If required the Contractor shall be required to certify that persons deployed by him/her are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons & deployed by him for work, from the concerned section in charges of the institute.
- 19.6 For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be cooperative with the institute's security. Further, prior to every gate entry an intimation should give to the Engineer-in-charge of IIITDM Kancheepuram.
- 19.7 The Contractor shall ensure that IIITDM Kancheepuram property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, Contractor shall be liable to make good the loss. The decision of IIITDM Kancheepuram as to the quantum and value of damage/loss and the extent of recovery to be made from him shall be final and binding on the Contractor.
- 19.8 The vendor shall take care of all men and machinery safety and precautionary measures during the execution of the awarded construction work/Supply Installation Testing Commissioning / erection & commissioning work/AMC work/maintenance work/ service work.

- 19.9 Contractor shall carry out all the works as per the below specifications:
- 19.9.1 CPWD General specifications for Civil & Electrical works as amended up to date.
 - 19.9.2 National building code as amended up to date. Bureau of Indian standards.
 - 19.9.3 National Electrical code.
 - 19.9.4 Indian Electricity rules 1956 and its amendments.
 - 19.9.5 The relevant IS code for Civil, Electrical & Mechanical items.
- 19.10 During execution of the work contractor shall display the men at work/ work under progress and danger boards, signs boards and bifurcation tapes / notices at the working area.
- 19.11 All the contract employee working inside the campus shall wear uniform, safety helmet, safety shoe, safety hand Glove, nose mask and other safety Personnel Protective Equipments (PPEs) with identification badge/ID card issued by the Contractor. They should possess requisite license/certificate, which will be verified before commencement of work.
- 19.12 The Contractor shall take at his own cost, necessary machinery/equipment/material insurance and medical / life and other insurance cover in respect of staff & other personnel to be employed or engaged by him in connection with the afore mentioned services personnel by services to be rendered.

20. POWER TO ISSUE INSTRUCTIONS: IIITDM Kancheepuram may in its absolute discretion & from time to time issue further written instructions, detailed directions & explanations in regard to:

- 20.1 Minor addition, reduction, omission, modification or substitution of any work included in the Contract.
- 20.2 Minor variation / discrepancy in the dimension's or drawings if any, or between the Bill of Quantities and /or Specification.
- 20.3 The removal of any material like unused/waste/scrap materials brought thereon by the Contractor & the substitution of any other material in the site.
- 20.4 The opening up of or inspection of any work covered up.

21. THE BIDDER SHALL FOLLOW AND COMPLY WITH THE FOLLOWING TERMS & CONDITIONS:

- 21.1 Quoting merely the lowest price does not confer any right to any bidder for award of work order. The IIITDM reserves the right to select any bid on the grounds of quality, offer of additional / special features, compatibility etc.
- 21.2 The IIITDM also reserves the right to reject any bid, sub-standard products even if they are found to be lowest.
- 21.3 The IIITDMK reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.
- 21.4 Bidder shall have Civil / Electrical contractors license or enlisted contractor certificates from the state/ central authorities (like: CPWD/PWD/Elect. Licensing board etc.,)
- 21.5 For better appreciation of 'Scope of work & schedule of maintenance' under this Contract, the bidders are advised to **visit the site of the work on the prescribed date.**

21.6 Statuary deductions of taxes at source will be carried out from the payment due at the prevalent rates. Appropriate safety measures, proper housing facility, clean drinking water requirement and sanitation requirement with adequate no. of decentralized toilets for site construction workers as per NBC 2005.

21.7 Water and power will be made available free of cost for the prescribed work.

22. BREACH OF TERMS AND CONDITIONS:

22.1 Quality of Maintenance and services is the essence of the contract. If the quality of service remains poor for a period of 15 days in spite of communication from IIITDM Kancheepuram, the contract may be terminated at the discretion of Competent Authority.

22.2 In case of breach of any terms and conditions as mentioned above, the IIITDM, Kancheepuram shall have the right to cancel the work order / job without assigning any reason thereof and nothing shall be payable by IIITDM Kancheepuram in that event the security deposit shall also stand forfeited.

23. PENALTIES AND LIQUIDATED DAMAGES: If the Contractor fails to complete the assigned AMC/work during the period as per the work order, IIITDM Kancheepuram shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value (or) particular work value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value (or) particular work value and the same shall be deducted from the bill(s) or any other payment due to the Contractor. The competent authority will evaluate the incomplete work/delayed work and take appropriate decision for penalty/liquidity damages. In addition to it, Institute shall be at the liberty to terminate the Contract, and/or forfeit the Security Deposit, in case, Contractor fails to complete the assigned work within the 'AMC Period'.

24. FAILURE BY CONTRACTOR TO COMPLY: After receipt of written notice from the IIITDM Kancheepuram during the execution of work, requiring compliance with such further drawings if any, &/or IIITDM Kancheepuram's instructions, fails within seven days to comply with the same, the IIITDM Kancheepuram may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the IIITDM Kancheepuram.

25. TERMINATION OF CONTRACT: It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to complete satisfaction of the institute. If the Contractor fails to commence the work and/or the performance is not found to be satisfactory by the institute and/or on inspection, the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the IIITDM Kancheepuram and/or fails to either replace the rejected material or make all alternative arrangements necessary to meet specification and correct the defects pointed out in the workman ship free of cost to the IIITDM Kancheepuram within the Work completion Period, Institute may terminate the contract and/or forfeit the Security Deposit or penalized as per the terms and conditions.

26. DEFECT LIABILITY PERIOD: If any defect is noticed within **12 months** from the date of completion of work/commissioning of item / item replacement, the same shall be rectified by the Contractor upon a notice to that effect and within stipulated period therein failing which IIITDM Kancheepuram may forfeit the Security Deposit.

27. ARBITRATION: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then

IIITDM Kancheepuram will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in Chennai. The Arbitrator will give reasons for his/ her award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.

- 28. JURISDICTION OF COURTS:** All disputes are subject to the jurisdiction of courts in Chennai and agreement will be governed by and be construed in accordance with the laws of Govt. of India.
- 29. DISCLAIMER:** The quantities mentioned in the “Scope of work” are illustrative only and not exact in nature. **They may increase or decrease during actual execution of work.** The Institute shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities.

Sd/-
Registrar