

**TATA INSTITUTE OF SOCIAL SCIENCES
Deonar, Mumbai - 400 088**

No.TISS/HC/2021/

September 06, 2021

NOTICE INVITING TENDER

Online Tenders are invited for the '**Construction of barbed wire fencing to Balance 1842 mts Boundary Wall**' for the proposed Educational Campus of Tata Institute of Social Sciences - Hyderabad at Kotur, Mamidipally Village, Rangareddy dist. - by the Registrar, Tata Institute of Social Sciences, Mumbai - 400 088. The interested bidders can download the tenders from www.tenderwizard.com/TISS or CPPP and submit online before **28th Sept. 2021 before 4.00 pm**

The tender will be two bid system.

Bid 1 (Technical Bid)

Tenderer has to provide following in Bid 1

- a) Form of credentials of tendering
- b) **Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only)** online as per the instructions mentioned therein.
- c) Documents showing minimum work of **Rs. 25 lakhs** executed in last two years.
- d) List of works in hand .
- e) GST Registration
- f) PF & ESI Registration

Bid 2 (price bid)

Price bid comprising of estimate BOQ duly filled with contractor's percentage.

Location of Site : The Site spans 65 acres and is located at Mamidapally Village, Kotur Mandal, Rangareddy District. Telangana State

This scope of work involves construction of barbed wire fencing on balance 1842 Rmts Boundary Wall as per the BOQ , Specifications and Drawings for the proposed TISS Campus Hyderabad at Mamidipally Village. The Project Management Consultants for the works will be M/s Satya Vani Projects & Consultants Pvt. Ltd. Having its registered office at A- 203,

Kushal Towers, Khiratabad, Hyderabad – 500004

Conditions:

1. **Period of Completion:** - Work shall be completed within three Months reckoned from the day of issue of the work order in accordance with the conditions and specifications stipulated in the schedule of quantities and adhering to the best workmanship practices and as per standard norms
2. **Defect Liability Period:-** Twelve months from the date of Certification of Completion.
3. **Security Deposit: Successful Contractor will have to submit Bank Guarantee drawn on nationalized bank equivalent to 5% of contract value less EMD as security deposit. The SD will be released after maintenance period of twelve months.**
4. **The successful Contractor will enter in contract with Tata Institute of Social Sciences**
5. **Schedule Of Payments**
 - a. No mobilization advance will be paid under this contract.
 - b. Contractor shall submit Running bills every month for the work done subject to minimum net amount of Rs. 10.00 Lakhs gross value of the bill based on the actual measurements at site.
 - c. Ad hoc Payment of 65 % of the amount of RA Bill certified by PMC will be paid within 7 days And Balance will be paid within 15 days from the date of certification by internal auditors of TISS.
 - d. **Retention money:** Retention amount of 5 % of the Value of the work done will be deducted from every running bill and the same shall be held by the Employer. On successful completion of work as certified by the PMC, 50% of the amount shall be released to the Contractor along with the Final Certification of payment. The balance amount will be retained in the manner stated elsewhere for a further period of 12

months after the completion date recorded in completion Certification issued by concerned authority and agreed to by the Employer i.e. up to Defects Liability Period. This amount will be forfeited, if the Contractor fails to attend to the defects to the satisfaction of the Employer during the defects liability period. Any other dues by the Contractor or any excess payments to the Contractor etc found later will also be deducted from this amount.

However Contractor shall provide cash flow for every month for all the works to be carried out on the basis of Time frame and payment terms agreed in the work order.

6. Compliance Of Labour Regulations:

Contractor shall comply with all laws applicable to workmen and supervisors employed by them and the rules framed there under like PF, ESI, Minimum wages, etc., The Contractor shall maintain records of all such statutory requirement and produce the same to PMC/ Employer. The Employer shall in no event and under no circumstances, be liable or responsible for any default by way of non-observance/ compliance of the said law/rules in the contractor's part and contractor shall further indemnify Employer against any liabilities and cost/expenses from all proceedings in respect thereof. Contractor shall have all permissions and licenses under various statutes for carrying on their activities and any default in the same would render this contract voidable, apart from making Contractor liable to Employer towards all costs.

7. Indemnity And Insurances

It is fully understood that the Contractor is carrying out the work for Employer and the Contractor takes full responsibility for any damage to property or person during the execution of their work.

The contractor shall be liable for and shall indemnify Employer against, any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property or personal injury to or the death of any person whomsoever, in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works.

The contractor shall adequately insure all Employer's liability (Contractor's

All Risk Policy), Workmen compensation policy and third party (including third party, fire) risks etc., arising out of the execution of this contract at his own cost.

The above policies and other relevant documents shall be submitted to PMC/ Employer within 15 days from date of commencement of work. All such policies shall be kept valid and operative during the period of agreement.

The contractor will not use Employer's (Tata Institute of Social Sciences-Hyderabad) name or the name of any Tata Institute of Social Sciences-Hyderabad associate or any property that constitutes the intellectual property of Tata Institute of Social Sciences-Hyderabad, in any promotional materials or other communications with third parties without Employer's prior written consent.

8. Penalty For Delay in Completion:

Contractor shall submit within 3 days from the date of LOI a detailed work schedule as MSP format. From the schedule so submitted, 3 major mile stones will be provided and the contract shall strictly adhere to the mile stones. In case of delay in each mile stone penalty at 2% of the mile stone cost per week subject to a maximum of 5% will be withheld from the running bills. However in case the delay in the mile stone is covered within the next mile stone, the withheld amount will be refunded. If the delay is not so made the withheld will be forfeited.

It is expected that contractor shall complete the total scope of work in three months reckoned from issue of Work order . In case the work is delayed beyond three months penalty at Rs.50,000.00 per week of delay subject to maximum of 5% of total contract value of work shall be imposed.

Additional arrangements required to make system functional in the area affected shall be at contractor's risk and cost.

Final authority regarding levy of penalty will be with the Employer. Employer will review the performance of other contracting agencies and give decision regarding imposing of penalty or time extension in this case.

9. Safety And Security Of Materials

Contractor shall be solely responsible for the physical safety & security of

materials at site including the materials procured by Employer directly (if any) and issued to contractor. Any loss or damage to materials lying at site caused by theft, and riots, weather, accident, fire, rain, flood etc. will be entirely to contractor's account and contractor shall make good, the value of such loss to the Employer. Contractor at their own cost will take all necessary steps to ensure protection of material lying at site, provision of security guards, and appropriate storage space etc.

Contractor shall at all times stock material required in the work for a period of at least 2 weeks.

Contractor will make necessary arrangement for security of material brought by Contractor at site at their own cost.

10. Warranty

All materials shall have a comprehensive on-site Manufacturing warranty/ guarantee period of one year including accessories and to have a comprehensive warranty from the date of satisfactory installation and handing over. If any manufacturing defect is noticed in the materials supplied by Contractor, Contractor shall either replace it or make good the defect, failing which Employer may reject the goods in full. The decision of Employer would be final in this regard.

11. Non-Tender Items:

Employer shall have the right to add/ change/ delete any item at their absolute discretion.

Payment for Non-Tender items shall be made on the basis of Rate Analysis to be submitted by the Contractor along with original proof of purchase. The Contractor shall be paid actual cost of labor and material plus 15% (towards incidental charges, overheads & Profits) for Non-tendered items based on approval of Rate analysis by the PMC/ Employer.

No payment shall be for extra items till variations are regularized by specific approval from PMC/ Employer.

12. Site Facilities

a. Contractor shall make their own arrangements, at their cost, for water & power.

b. Contractor shall make their own arrangements, at their cost, for telephone connection.

c. Contractor shall make their own arrangement for site office, labor hutments, site laboratory, stores etc.,

13. **Quality Assurance**

Contractor is expected to perform work of high standard quality. Contractor shall perform quality checks as per standard Specifications Engineering practice. Periodic reports shall be generated and / or as advised by PMC required in adherence to good Engineering practice.

In case the works carried out by contractor are found to be of substandard quality to the PMC/ Employer contractor shall dismantle such defective works and carry our quality work to the entire satisfaction of the PMC/ Employer without affecting the contract value or contract time. NO payment will be made over and above the rates in the Bill of Quantities for such re work.

Site testing facilities: Contractor shall setup a fully functional laboratory at site for carrying our various tests on raw materials as and when required during various stages of constructions.

14. **Force Majeure**

a. For the purposes of this contract, "Force majeure" means an event which is beyond the reasonable control of a contractor/ Employer, and which makes a party's performance of its obligations hereunder impossible in the circumstances and includes but is not limited to war, riots, Civil disorder, Earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (Except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by Government agencies.

b. Force majeure shall not include:

i) Any event, which is cause by the negligence or intentional action of a party or such party's sub-consultants or agents or employees.

ii) Any event, which a diligent party could reasonably have been expected to both

a. Take into account at the time of the conclusion of this contract; and

b. Avoid or overcome in the carrying out of its obligation hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

15. Cessation Of Rights And Obligations:

Up on termination or expiration of this contract pursuant to the provisions provided herein, all rights and obligations of the parties hereunder shall cease, except

a. Such rights and obligations as may have accrued on the date of termination or expiration;

b. The obligation of confidentiality set forth herein'

c. The contractor's obligation to permit inspection, copying and auditing of its accounts and records set forth herein; and

d. Any right, which a party may have under the applicable law.

16. Cessaion Of Services

Up on termination or expiration of this contract pursuant to the provisions of this contract, the contractor shall, immediately take all necessary steps to bring the work to a close in a prompt and orderly manner. With respect to documents prepared by the contractor and equipment and materials furnished by the Employer, the contractor shall proceed as instructed by the PMC/ Employer.

17. No Lien On Land Or Construction

Up on termination or expiration, the contractor shall promptly, to the satisfaction of the Employer, vacate and move out of the land and/ or any premises thereupon which the contractor or their personnel may have been allowed to use by the Employer and shall not claim any lien or any right of whatsoever nature on the land or on the construction thereon, Contractor shall be responsible for demolition of temporary construction and clearing of debris from the site.

18. Statutory Compliance

The Contractor shall comply with all statutory requirements as applicable in connection with the works, and also any procedural agreement and / or specific industrial relations provisions applicable to the project as notified in writing to the Contractor by PMC/ Employer.

Employer shall in on event and under no circumstances, be liable or responsible for nay default by way of non-compliance of the said law/ rules on contractor's part and the contract shall indemnify Employer against any liabilities and costs/ expenses from all proceedings in respect thereof.

The contractor shall submit all statutory compliance details/ reports as required by PMC/ Employer within the stipulated time conveyed by the PMC/ Employer.

19. Safety

The Contractor shall comply with all "safety documentation" and "Project Planning and implementation procedures as per safety norms" and submit from time to time all reports, procedures etc., asked for therein. It is to be clearly understood that safety is of utmost importance and the responsibility for the safety of property and accident prevention on site, in respect of Contractor/ Sub Contractor works, rests primarily with the contractor. The contractor will be fully responsible for setting any issues and shall co-operate with PMC/ Employer at all times to rectify any matter brought to their attention pertaining to the Contractor's scope of work.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project.

Contractor shall be responsible for all the materials brought by them to the site and shall secure the same within the premises at their risk and cost till

the completion and handing over of the project Employer. Contractor shall ensure that no works are undertaken, at the site, without the presence of competent supervisor.

Following conditions are extremely important for Non completion of the site safety and violation of other will incur a penalty of Rs. 25,000/- (Rupees Twenty Five Thousand Only) on each occasion, shall be incurred. Multiple failures (usually more than 2) to meet this safety requirement can lead to cancellation of contract with penalty.

a. No inflammable or dangerous material, including but not limited to alcohol, cigarattes, bidis paan, ghutka, etc is allowed to be brought to site.

b. All safety procedures need to be taken on site, including but not limited to taking out insurance policy under workmen compensation act or any other relevant act, keeping fire extinguishers where storing inflammable items or carrying out works that could lead to sparks or fire, safety belts to be used when working over three meters height etc., safety shoes and helmets are mandatory under all circumstance.

c. All contractors' personnel need to be carrying Photo, prominently displayed when in our premises.

d. The list is not complete and special / relevant rules project based would be set and indicated to be followed to the contractor.

20. **Sub Contractors**

The contractor agreed that he shall not sub contract any work under this agreement without consent of the Employer/ PMC.

21. **Emergencies**

In any emergency affecting the safety of persons or property, contractor shall act, at their discretion to prevent threatened damage, injury or loss but at the same time safeguarding the interest of the Employer and the Project.

22. **Arbitration**

As far as possible all the disputes arising during and after the discharge of Terms and Conditions of the agreement should be resolved with mutually agreed deliberations. However if no such mutual agreement is arrived at ,

the matter should be referred to an Arbitrator who should be a senior expert Engineer/ Fellow Institute of Engineers/ Member Indian Council of Arbitration. The owners shall furnish a panel of 3 such persons to be chosen acceptable to the contractor or any other Engineer/ Arbitrator agreed upon by both the parties, should be appointed to examine the disputes and resolve the same. Terms of Arbitration of Cancellation act 1996 with latest amended.

23. **Site Inspection:** Contractor shall inspect the site and make themselves aware of the conditions before tendering. No extra payment shall be made on account of any issues at site after submission of tender.

24. Materials required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in schedule and / or conforming to Indian standard specifications (wherever applicable).

Sd/-
Registrar
Tata Institute Of Social Sciences

FORM OF CREDENTIALS OF TENDERING

1. Name and full permanent address of the Contractor / Firm and address for correspondence

1) **Permanent Address**

2) **Address for Correspondence**

2. Status of the Contractor / Firm along with details of all partners proprietary / partnership / Pvt. Ltd., Public Ltd., any other (No JV will be permitted).

3. Copies of GST Registrations

4. Copies of PF , EST Registrations.

5. Works Experience with particular reference to works of similar nature & magnitude for the last 3 (three) years Completion certificates from client indicating cost of completion to be submitted

Sl No	Name of work	Year of Completion	Cost as per Final Bill
1.			
2.			
3.			

BOQ for Barbed wire fencing to balance 1842 Rmt boundary of Hyderabad Campus							
Sr No	DSR No	Description	Quantity	Rate	Per	Amt for DSR	Amts for NDSR items
	2.6	Excavation in all soils by mechanical/ manually up to 3m depth including dressing of sides and ramming the bottom					
1	2.6.1	for column footings	130	200	Cum	26000	
	4.1	M10 plain cement concrete including compaction, curing finishing etc complete					
2	4.1.8	For column base	130	6367.9	Cum	827827	
3		Extra for adding cement	5200	10	Kg		52000
4	10.1	Structural steel work in single section, fixed with or without connecting plate,including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. (ISA75X75X8)	21360	94.65	Kg	2021724	
5	10.2	Providing and fixing bolts including nuts and washers complete.	70	141.29	Kg	9890.3	
	13.99.1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :	810	87.94	Sqm	71231.4	
		Providing and fixing on MS vertical angles, 10X12 galvanized barbed wire fencing including necessary cotter pins , tensioning device etc complete	20800	40	Rmt		832000
		TOTAL				2956672.7	884000
		Since Rangareddy dist comes under Hyderabad region, cost indices for Hyderabad are considered.					
		The cost index for DSR 2018 is 118 with reference to CPWD plinth area rates 2012 having base as 100 as on 01.10.2012					
		The plinth area rates for Hyderabad for 2018 over PAR 2012 is 122					
		Add 3.3% on DSR 2018 items for hyderabad ((122-118)/118)				97570.20	
		Amount after adding cost index				3054242.90	884000.00
		Add 22.5% to bring the rates of 2018 to 2021 (7.5% per year) on DSR items				687204.65	

Sheet1

	estimated cost of DSR & NDSR items		3741447.6	884000
	18% GST (included in rates for DSR Items)		0	159120
	estimated cost of DSR & NDSR items including GST		3741447.6	1043120
	TOTAL ESTIMATED COST (combined DSR & NDSR items and including GST)		4784567.55	
	Contractor to quote percentage above(+)/below(-) over the TOTAL ESTIMATED COST			
	In figures			
	In words			