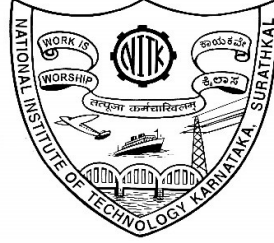


# **NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL**

(An Autonomous Institute of the Ministry of Education, Govt. of India)

**POST SRINIVASNAGAR, MANGALURU – 575 025**

Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039  
Website: <http://www.nitk.ac.in>



## **TENDER DOCUMENT**

**[Technical bid and Price bid system – e-Procurement mode]**

**NIT Reference: No. 97/33kV/Tender- 11/2026-27/HD Dated 08-06-2026**

<b>Name of work</b>	<b>Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.</b>
<b>Contract period</b>	<b>Two years (extendable for further two year).</b>
<b>Estimated amount put to tender</b>	<b>₹10,352 per day (Excluding GST) [₹37,78,480 per year (Excluding GST)]</b>
<b>Cost of Tender document</b>	<b>Nil</b>
<b>EMD amount</b>	<b>₹1,51,140/-</b>
<b>Start date for downloading Tender Document</b>	<b>09-06-2026 (09:00 hours)</b>
<b>Date for seeking pre-bid clarifications</b>	<b>Not applicable</b>
<b>Date of uploading pre-bid clarifications</b>	<b>Not applicable</b>
<b>Start date for e-Bid submission</b>	<b>10-06-2026 (10:00 hours)</b>
<b>End date for e-Bid submission</b>	<b>15-06-2026 (10:00 hours)</b>
<b>e-Bid Opening date (Technical Bid)</b>	<b>16-06-2026 (10:30 hours)</b>
<b>Central Public Procurement Portal URL</b>	<b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>

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(ii)	<b>Date for seeking pre-bid clarifications</b>	<b>Not Applicable</b>
(iii)	<b>Date of uploading pre-bid clarifications</b>	<b>Not Applicable</b>
(iv)	<b>Start date for e-Bd submission</b>	<b>09 -06-2026 (10:00 hours)</b>
(v)	<b>End date for e-Bid submission</b>	<b>15-06-2026 (10:00 hours)</b>
(vi)	<b>e-Bid Opening date (Technical Bid)</b>	<b>16-06-2026 (10:30 hours)</b>
(vii)	<b>CPPP URL</b>	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

**Pre-bid clarifications (There is no in-person meeting):** In case, bidder has any doubt about the specification, scope of work, terms and conditions of contract, clauses of contract or meaning of any contents of the tender document, he shall seek clarification by sending his query through email as follows:

**Email address for sending query:** [se@nitk.edu.in](mailto:se@nitk.edu.in) with cc to [bwsection@nitk.edu.in](mailto:bwsection@nitk.edu.in))

Query seeking clarification should be e-mailed before the scheduled end date and time mentioned above. **No query shall be entertained if received after the said end date and time.** The Institute shall upload its clarifications to the e-procurement portal as per the schedule mentioned above under "Corrigendum". This corrigendum shall form part of the tender document.

7. **Earnest Money Deposit (EMD):** The intending bidder (except NSIC/MSME/Startups) must submit **'EMD paid proof along with Bid Security Declaration'** declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'EMD paid proof along with Bid Security Declaration' will be rejected.** In the case of NSIC/MSME/Startup bidders seeking exemption from EMD, they shall upload NSIC/MSME/Startup certificate (obtained for relevant NIC & Activity).
- Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.
  - EMD of the successful contractor shall be refunded when the work is completed and unsuccessful contractor shall be refunded immediately after finalization of the contractor. EMD shall not carry any interest.
  - EMD in any other form will not be accepted. Without submission of Proof for EMD to the Tender Inviting Authority, Technical Bid will be rejected.
  - No tenderer will be allowed to withdraw/alter/modify after submission of tender within the bid validity period otherwise the EMD submitted by the tenderer would stand forfeited.
  - EMD will be liable to be forfeited, if the tenderer selected for the work fails to accept and sign the formal agreement or to start the work on the date stipulated in the work order.
  - EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

**Note:** **Bids submitted without the Earnest Money Deposit (EMD) will be summarily rejected. The EMD payment proof must be uploaded along with the bid.**

8. **SECURITY DEPOSIT (SD):** The **successful bidder** should deposit an interest free Security Deposit of **₹ 9.50 lakh (Rupees Nine lakh Fifty thousand only)** before entering into the agreement through RTGS/NEFT/ Bank guarantee bond [in the specified format valid for a minimum of 36 months]/ Demand Draft of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**

9. **Instructions for submission of e-tenders:**

9.1 **Technical bid:** The bidder shall upload all documents that are insisted in the Tender Document for evaluation of the technical bid. The bidders are advised to note that not furnishing complete information that are called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of their bid. The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc. The bidders may follow the check-list on “Documents to be uploaded” given in the Tender Document. **The bidder is required to submit the details of similar works carried out, similar works in hand, and the manpower in Roll of the bidder and Performance certificate of last three working Organisation/Department/Institute, which should be on or after January 2026 in the format which is attached in the tender document as Annexure “A” only. The bidder will have to submit an ‘Tender Conditions Acceptance’ letter.**

9.2 **Price bid: The price bid shall be quoted on per day basis.** The quoted bid shall comply to all the requirements and obligations of the bidder under Contract labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code on Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; The Code on Social Security (Act No. 36 of 2020) and Rules notified under Code on Social Security [*erstwhile Payment of Gratuity Act 1972 and amendments; Employees’ Provident Fund and Miscellaneous Provisions Act – 1952; Amendment Act 1988 and other amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and other amendments; The Employees Compensation Act, 1923 and its amendments*]; Shops and Commercial Establishments Act as amended up to date; all other acts and rules related to Labour employment - failing which the price bid is liable for rejection. Price bid should be quoted downloading the specified format and then be uploaded.

10. **Minimum eligibility criteria for qualifying in Technical bid:**

10.1 The bidder must have valid registration issued by the Chief Electrical Inspectorate, Govt. of Karnataka as **Valid super grade Electrical contractor license (along with supervisor and wiremen permit with endorsement)** A self-attested copy of registration should be uploaded to e-Procurement portal while submitting e-tenders.

10.2 The bidder must possess GST registration – self attested copy should be uploaded.

10.3 The bidder must possess PAN registration with Income Tax department – self attested copy should be uploaded.

10.4 The bidder must be registered under Employees Provident Fund (EPF) & Employees State Insurance (ESI) Act. Proof of **statutory compliance** in past contracts (last 2 years EPF/ESI challans, wage registers, etc.) - self attested copy should be uploaded.

10.5 Average annual financial turnover on similar service of the bidder should not be less than **70.00 lakh** during **last three financial years**. (i.e., during 2023-24, 2024-25 & 2025-26). Copy of audited statement of accounts & balance sheet should be uploaded (related pages only).

10.6 The bidder must have the previous experience of having **successfully completed** similar work as follows:

- (i) At least three similar works, each work costing not less than ₹ 30.23 lakh; OR
- (ii) Two similar works, each work costing not less than ₹ 37.78 lakh; OR
- (iii) One similar work of not less than ₹ 60.46 lakh.

**Similar work means** operation and maintenance of 33kV & above substation **for at least Five years** OR installation of substations of 33kV or above in any Government Department/ Government Undertaking/ Public sector/ Private sector/ Private Organization or Private Firm.

Any running contract if already completed two years as on the date of submission of bid shall also be considered as completed work. Self-attested Copy of “Work Done/ Work experience certificate” issued by the employer/ client should be uploaded as proof of his experience. If Work done/ experience certificates are from private sector/organization/ firm, the same should be accompanied by a TDS certificate. Please note that Work Orders/ agreement copies shall not be considered as Work Done Certificate.

- 10.7 The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing by any organization during the past five financial years. Relevant proof in the form of affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded.
- 10.8 **A Self attested copy of Partnership Deed to be uploaded if the Firm is registered as Partnership Firm.**
11. **The bidders enlisted under MSME/NSIC/ Startups** [Startups as recognized by the Department of Industrial Policy and Promotion (DIPP)] are requested to note that the present notice inviting e-tenders is **not for the “Supply of Goods”**, but for engaging a contractor under **works contract**. If bidders enlisted under NSIC/MSME (under relevant NIC & Activity)/ Startups are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender. **However, MSEs/Start-ups are exempted from paying EMD. Considering the nature of work which require experience in operation and maintenance of 33kV & above substation. There is no exception from previous work experience.**
12. The Price bid of those bidders who qualify in the Technical bid shall only be opened. The Institute shall evaluate the Technical bid strictly on the basis of eligibility criteria stipulated in the Tender document. If found necessary, the Institute shall verify the veracity of such documents from any sources as deemed fit and/or seek clarifications from the bidder. The decision of the Institute in this regard is final and binding on the bidder. No representations from the bidder in respect of decision of the Institute on evaluation of the technical bid shall be entertained.
13. **If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the provisions/ obligations of the bidder as mentioned in Para 9.2 above, then such price bid will be treated as “Non-responsive” and rejected.**
14. The bidder should inspect the site conditions before quoting his bid and get all related information from the Institute. Any further details if required may be obtained from the office during the office hours.
15. The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, cancelling the tender or accepting any tender other than the lowest or rejecting all the tenders.

-Sd-  
Dy. Director  
NITK, Surathkal

## **INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION:**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the **tender document** and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Contact persons of the **Tender Inviting Authority:**

Queries relating to the **tender document** : **B&W Section, NITK.**  
**Phone 0824 – 2473018.**

Queries relating to the **Site visit / work** : **Superintending Engineer, NITK.**  
**Phone 0824 – 2473028/ 2473029**  
**Cell No. 9441563055 / 9902518780**

**Permission for campus entry** : **Security Officer – Cell No. 9480691382**

- 2) Any queries relating to **the process of online bid submission** or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

**[Form of “Bid Security Declaration” - To be submitted in the Letterhead of the Bidder]**

**“BID SECURITY DECLARATION”**

To:

**The Director,  
National Institute of Technology Karnataka, Surathkal.  
Post Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: e-Tenders invited for **Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal** vide **NIT No. 97/33kV/Tender- 11/2026-27/HD dated 08- 06-2026.**

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2026 in the presence of following witnesses:

**Signature of the Bidder with seal**

In the presence of:

Signature of witness :  
Signature :  
Postal address :

In the presence of:

Signature of witness :  
Signature :  
Postal address :

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

**TENDER CONDITIONS ACCEPTANCE LETTER**

No.:

Date:

To:

**The Director,**  
National Institute of Technology Karnataka, Surathkal,  
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: **No. 97/33kV/Tender- 11 /2026-27/HD dated 08-06-2026**

Name of Tender/ Work: **Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from [Page No. 1 to 58](#) (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full Security Deposit absolutely.
7. I / we hereby certify that I am/ we are authorised to sign this declaration. The original of this letter shall be submitted to the Institute while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

**Documents to be kept ready for uploading after scanning (.pdf)**

The bidder shall verify his bid properly before its submission in e-procurement portal and satisfy that all the documents are uploaded. The following documents be kept ready duly scanned (.pdf) for uploading while submission of e-bids.

Sl. No.	Requirement	Document to be scanned and uploaded
<b>Cover – 1: EMD/ Bid Security/GCC related/ General documents:</b>		
1	EMD/ Bid Security	Bid Security Declaration duly signed (Format as in Page No. 10 & EMD paid proof) OR MSME (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption of EMD
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed (Format as in Page No.11)
3	Details of establishment for which the bidder has provided similar works during previous five years	Details to be uploaded (Format as in Page No. 47)
4	Details of similar works in hand	Details to be uploaded (Format as in Page No. 48)
5	Details of Manpower on Roll	Details to be uploaded (Format as in Page No. 49)
6	Annexure “A”	To be uploaded (Format as in Page No. 50)
<b>Cover - 2: Documents required under Eligibility criteria:</b>		
1	The bidder must have valid registration issued by the Chief Electrical Inspectorate, Govt. of Karnataka as <b>Valid super grade Electrical contractor license (along with supervisor and wiremen permit with endorsement)</b> A self-attested copy of registration should be uploaded to e- Procurement portal while submitting e-tenders	Registration certificate with endorsement
2	The bidder must possess valid GST registration	GST registration
3	The bidder must possess valid PAN registration with Income Tax department	PAN card
4	The bidder must be registered under Employees Provident Fund (EPF) & Employees State Insurance (ESI) Act Proof of statutory compliance in past contracts (last 2 years EPF/ESI challans, wage registers, etc.)– self attested copy should be uploaded	EPF & ESI registration
5	Average annual financial turnover on similar service of the bidder should not less than 70.00 Lakh during last three financial years, (i.e. during 2022-23, 2023-24 & 2024-25). Copy of audited statement of accounts & balance sheet should be uploaded (related pages only).	ESI registration
6	The bidder must have the previous experience of having <b>successfully completed</b> similar work as follows: 1)At least three similar works, each work costing not less than ₹ 29.46 lakh; OR 2) Two similar works, each work costing not less than ₹ 44.19 lakh; OR 3) One similar work of not less than ₹ 58.93 lakh. <b>Similar work means</b> operation and maintenance of 33kV & above substation <b>for at least Five years</b> OR installation of substations of 33kV or above in any Government Department/ Government Undertaking/	Work done/ experience certificate issued by the Client (Supported by TDS if the certificate is from Private firm) - (Work Orders will not be considered as Work experience/ Work done certificate)

	Public sector/ Private sector/ Private Organization or Private Firm	
7	The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing by any organization during the past five financial years	Relevant proof in the form of affidavit (format as in the Page No. 46 ) duly sworn should be uploaded
<b>Cover - 3: Price bid:</b>		
1	Price Bid	BoQ to be downloaded, filled and then to be uploaded.

**Note:**

1. The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc to avoid uploading documents of bulky file size.
2. The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed need to be uploaded.**
3. Submission of tender in e-Procurement portal is deemed as acceptance of all the terms and conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.
4. It is the responsibility of the bidder to ensure that **only related documents** in support of the eligibility criteria are uploaded.
5. Any representations received on offline mode/ e-mails after opening the tenders will not be entertained.

**INTEGRITY PACT**

To:

..... (Name of the bidder)  
.....  
.....  
.....

Sir,

Sub.: **Notice inviting e-tenders No. 97/33kV//Tender- 11/2026-27/HD dated 08-06-2026** for the work of **“Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No’s (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal”**

It is hereby declared that NITK, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Dy. Director,  
NITK, Surathkal.

**LETTER ACCEPTING INTEGRITY PACT**

To:

**Director/ Dy.Director/Registrar,  
NITK, Surathkal,  
Srinivasnagar Post,  
Mangaluru – 575025.**

Sir,

Sub: Submission of Tender for the work of “**Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal**”

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

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

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

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

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)  
Seal and signature of the contractor.

## INTEGRITY PACT AGREEMENT

**(To be signed by the bidder/ same signatory authorized to sign the relevant contract)**

This Integrity Agreement is made at Surathkal on this ..... day of ..... 2026.

### **BETWEEN**

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NITSER Act -2007) represented through the Dy. Director, NITK, Surathkal (hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### **AND**

..... (Name and Address of the Individual/firm/Company) Through ..... (Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

### **Preamble**

WHEREAS THE Principal / Owner has floated the Tender (**No. 97/33kV/Tender- 11/2026-27/HD dated 08-06-2026**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal**"

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

### **Article 1: Commitment of the Principal/Owner**

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential

- / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Principal /Owner obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

### **Article 3: Consequences of Breach**

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

- 1) If the Bidders(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the

Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Security Deposit of the Bidders/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors**

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

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

#### **Article 7: Other Provisions**

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

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

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

.....  
(For and on behalf of bidder/ contractor)

WITNESSES:

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

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

Place: Surathkal.

Date:

## **DEFINITIONS AND INTERPRETATIONS**

**DEFINITIONS:** The following terms shall have the meaning hereby assigned to them unless the context otherwise requires:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

**1) INSTITUTE / NITK, Surathkal**

Shall mean National Institute of Technology Karnataka, Surathkal, Post Srinivasnagar, Mangaluru – 575 025, represented by its Director or Dy. Director or their authorized representatives.

The **Director** means the Director of the Institute.

The **Dy. Director** means the Dy. Director of the Institute.

The **Engineer- in- charge** of the Institute shall mean the Superintending Engineer / Executive Engineer (Elect) / Engineer who supervise the work.

**2) CONTRACTOR**

Shall mean the successful bidder to whom the contract is awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns. The **Contractor** 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.

**3) CONTRACT; CONTRACT AGREEMENT**

Shall mean and include the following:

Notice inviting e-tenders; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Institute and the Contractor, together with the documents referred to therein including terms & conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**4) WORK**

Of the Contractor shall mean and include all necessary works required to be undertaken for daily operation and regular maintenance of the 33kV electrical substation, power houses and associated equipment and all tools and plants required for operation and regular maintenance of the 33kV electrical substation, power houses as per the terms and conditions of the Contract.

**5) CONTRACT PRICE**

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the Letter of Acceptance/ Work order.

**6) SHIFT**

Shall mean the duration of eight continuous working hours.

**7) DAY:**

Shall mean calendar day. Day means a period of 24 hours beginning at mid-night. A day is normally divided into three shifts of eight hours of duration each.

For the purpose of calculation of minimum wages, a day shall be treated as a shift of 8 hours.

**8) MONTH**

Shall mean a calendar month.

**9) MINIMUM WAGE:**

Shall mean the Minimum wage declared or ordered by the Central Government under the Code on Wages (Act No. 29 of 2019) from time to time for employees and/ or workers employed in 'Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground Electric, Wireless, Radio, Television, Telephone, Telegraph and Overseas Communication Cables and similar other underground Cabling Work, Electric Lines, Water Supply Lines and Sewerage Pipe Lines'. The total Minimum wage shall include V. D. A.

**VDA:**

Shall mean Variable Dearness Allowance declared by the concerned authority of the Central Government under the Code on Wages (Act No. 29 of 2019).

**GENERAL TERMS & CONDITIONS; AND CLAUSES OF CONTRACT:**

1. The tender is for daily operation and regular maintenance (comprehensive, excluding cost of spare parts) of 33kV substation and power houses including all related electrical transformers under which the contractor shall provide trained personnel and required consumable materials. The contractor shall see that the substation and power houses are working as per the norms of MESCOM/ KPTCL/ CEA. He shall use his best endeavours to provide satisfactory services as per the requirement of the Institute.
2. The contractor, upon entrustment of the contract, shall carry out of the electrical substation, power houses and maintain the system including all transformers, other electrical equipment at the substation and electrical lines by deploying experienced workers and supplying required consumable materials; and shall supervise their work.
3. All statutory benefits to the employees/ workers engaged under this contract shall be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms and Labour Laws.
4. Verification of Character & Antecedents: The antecedents of employees/ workers deployed shall be got verified and approved by the Institute after producing necessary documents such as character certificate from Police authority, educational certificates, address proof and other documents as demanded by the Institute. The Engineer-in-charge or Institute reserves the right to ask the contractor to remove any of the operating staff with reason, the decision of Engineer-in-charge will be final and binding to all the contractor.
5. The successful bidder shall take group insurance on workers engaged under this contract on signing the contract. The premium may be borne by the beneficiaries.
6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of bid, in addition to other punitive measures.
7. The bidder who submits the tender shall fill up the e-tender stating at what rate he shall provide the workers & consumable materials for daily operation of substation and its regular maintenance. **The rates be quoted on PER DAY basis.**
8. The price quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder, except bonus and leave wages which shall be reimbursed separately, as applicable.
9. The bid shall be valid for **90 days** from the date of its submission for acceptance. Withdrawal of a bid after its submission is not permitted. If a bidder withdraws his bid after its submission, then suitable action as per the Bid Security Declaration shall be taken.
10. The tender of any bidder who does not accept the terms and conditions contained in the tender document is liable to be rejected. Submission of tender on e-procurement portal shall be deemed as acceptance of all the terms and conditions by the bidder.
11. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions shall be rejected.

12. All Statutory tax deductions at source (TDS) connected with the contract shall be made from the contractor's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits.
13. Income tax shall be deducted at source at the rate in force from time to time from the contractor's bill.
14. The price quoted by the bidder should be **INCLUSIVE of all statutory obligations, but excluding only GST, as applicable. However, Bonus and Leave wages to be paid as per related act shall not be included in the price bid, which will be reimbursed separately after its verification (admissible payment after verification).**
15. The price quoted by the bidder **shall be firm throughout the contract** period and there shall be no upward revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the tenders are opened. **However, any change in the Minimum wages during the currency of contract shall be considered for reimbursement as per the related clauses of the contract as applicable (For manpower portion only).**
16. The acceptance of tender shall rest with the Institute. The Institute is not bound to accept the lowest tender; and reserves the authority to reject any or all the tenders.
17. The Institute reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the accepted rates.
18. On accepting the tender, the contractor shall intimate the name(s) of his accredited representative who would be supervising the work and would be responsible for taking instructions for carrying out the work.
19. The decision of the Institute with regard to the quality/performance of work shall be final and binding on the contractor.
20. **One bid per bidder:** Each bidder shall submit only one bid either by himself or by representing a firm.
21. **Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute, in no case, shall be responsible or liable for those costs.
22. The bidders are advised to visit the Institute for inspecting the Substation and acquaint themselves with the operational system. The cost of the visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the Institute, inspected the substation and is aware of the operational conditions prior to submission of his bid.
23. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
24. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification online.** All such clarifications, together with all details on which the clarification had been sought shall form part of the tender document.

25. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
26. The bidder shall quote his rate in Indian rupees.
27. Conditional bids/ offers shall summarily be rejected.
28. A bidder signing the bid document (during signing the contract) must specify whether he signs as:
  - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
  - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
  - (iii) Constituted attorney, if for a Company.
29. If an individual makes the tender, it shall be signed (during signing the contract) with his full name and his complete address shall be given. If it is made by partnership firm, it shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
30. The Institute will declare a bidder ineligible either indefinitely or for a specified period of time, at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
31. The price bid of bidders who have not qualified in the technical bid shall not be opened.
32. The contractor is not entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be.
33. Employees/ workers engaged under the contract shall NOT be put on duty on overtime basis.
34. **SECURITY DEPOSIT:** The **successful bidder** shall deposit an interest free security deposit of **₹ 9.50 lakh (Rupees Nine lakh and Fifty thousand only)** before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 36 months] of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**
35. **Forfeiture SD:** The SD shall be forfeited in case of any breach of terms and conditions of the contract.
36. **RELEASE OF SD:** The SD of the successful bidder shall be returned without any interest on completion of the contract period, after adjusting any dues from him on the recommendations of the Engineer-in-charge of the Institute.
37. The Contractor shall not sub-let the contract or any part thereof or any benefit or interest therein or thereunder.

38. The Institute will not provide residential accommodation to any of the employees/ workers of the contractor. **The contractor shall have to make his own arrangement for the residential accommodation of workers outside the institute campus.**
39. The Institute shall not be under any obligation for providing employment to any of the employees/ workers of the contractor after the expiry of the contract. **The Institute does not recognize any employee- employer relationship with any of the employees/ workers of the contractor.**
40. If any overpayment is detected as a result of post-payment audit, it shall be recovered by the Institute from the contractor out of his bills or Security deposit.
41. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty etc of the contractor in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required by the order of the Law to fulfill the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or security deposits.
42. Subject to the Institute's right to accept any tender/ reject any or all the tenders, the Institute will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered evaluated Tender Price, provided further that the bidder has the capability and resources to carry out similar type contracts effectively. Eligibility shall be based on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidences must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the Institute do not satisfy the above requirements, will not be considered.
43. Determination of successful bidder: The bidder (technically qualified) who quotes lowest price bid shall be the successful bidder subject to its meeting to the statutory requirements.
44. Prior to the expiry of the period of validity of the tender, the Institute will notify the successful bidder in writing by registered/ speed post that his tender has been accepted. This letter (hereinafter referred as the Letter of Intent/ acceptance) shall name the sum, which the Institute will pay the contractor in consideration of the execution of the work by the contractor as specified in the contract document (hereinafter called as the contract price). This letter of Intent/ acceptance will form a part of the Contract.
45. On receipt of this letter of Intent/ acceptance, the successful bidder will have to enter into an agreement. If the bidder fails to execute the agreement within the specified time, the action will be taken as per the Bid Security declaration; and the tender will be rejected. If any loss to the Institute results as a result of such measures due to the default of the bidder, the same will be recovered from the bidder by suitable course of action including legal proceedings.

The cost of the non-judicial stamp paper required for the agreement shall be borne by the bidder.

46. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works and hence the rate to be quoted accordingly.

47. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor
48. Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids
49. The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

## CLAUSES OF CONTRACT

### 1. **CONTRACTOR IS THE EMPLOYER OF ALL WORKERS ENGAGED BY HIM:**

The contractor is the employer of all employees/ workers engaged under this contract. They shall not be treated as employees of the Institute. The Institute does not recognize any employee-employer relationship with any of the workers/ employees of the contractor.

All statutory payments in connection with the employment of the workmen under this contract shall be borne by the Contractor.

The contractor shall take all necessary registrations and pay premiums correctly to labour welfare funds; ESI; EPF etc. constituted by the Union Government and Government of Karnataka from time to time. ***“Failure to submit EPF/ESI proof will result in withholding of bills and may attract penalty”***.

The contractor shall provide the Principal Employer (NITK) with a dedicated login access/authorized view rights to the EPF & ESI portal or provide online-generated compliance statements every month, enabling verification of contributions made for all deployed workers. ***Failure to provide such access/documents will result in withholding of bills and may invite penalties.***

### 2. **PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders (except for the Minimum wage). If any bidder withdraws his tender before it or makes any modifications in terms and conditions of the tender, then the Institute has the right to reject the bid and to take legal actions.

### 3. **DISBURSEMENT OF WAGES:**

The wages to the employees/ workers engaged under this contract shall be disbursed by crediting into bank account of the employee/ worker **through bank transfer** only. The wages shall be disbursed by the contractor within the time limit that stipulated under Section 17 of The Code on Wages act (**before the expiry of the seventh day of the succeeding month**), even if the payment is not received from the Institute. If wages not done in stipulated time period, necessary penalty will be imposed on the contractor and same will be deducted from the security deposit/monthly bill.

### 4. **SUB-LETTING IS NOT PERMITTED:**

No part of the contract shall be sublet without the written permission of the “Institute” nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

### 5. **SUB-CONTRACTING:**

The Contractor shall not sub-contract any part of the Work/ service without the written consent of the “Institute” and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for all the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

**6. DURATION OF CONTRACT:**

Subject to the fulfillment of the terms and conditions of contract, the contract period shall be for TWO YEARS from the date as specified in the Letter of Acceptance/ work order. The performance of the contractor shall be evaluated by the Institute once in every six months. If the performance is not satisfactory in the opinion of the Institute (which is final and binding on the contractor), then the Institute shall terminate the contract giving two months' notice. The contract is also extendable for further two-year subject to the fulfillment of contract conditions and on mutual consent.

**7. INSURANCE:**

The Contractor shall take ESI/Group/Personal insurance on Employees/Workers engaged under the contractor on signing the contract to meet his obligations under Workmen Compensation Act. The insurance should take care of all emergency medical expenses and also accidental care policy.

**The Group/Personal insurance should have following features:**

- a) Minimum Sum insured should be Rs 10.00 Lakh / year or more.
- b) Should cover for Accidental Death, Permanent Disablement, Temporary / partial Disablement, Hospitalization expenses of Doctors, medical, blood, illness, injury or accidents should be covered.
- c) The policy should cover local hospitals in their network.

**8. INDEMNITY BOND:**

The Contractor shall indemnify the Institute against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

**9. REMOVAL OF WORKMEN/ EMPLOYEE:**

The "Institute" shall be at liberty to object to, and to remove from the Work, any person employed by the Contractor who in the opinion of the "Institute" misconduct himself or is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered by the "Institute" to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the "Institute".

**10. COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by the "Institute"/ the Institute's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

**11. USE OF PREMISES:**

The Contractor shall not occupy any land, building belonging to or in the possession of the "Institute" without prior approval of the Institute.

## 12. LABOUR; LABOUR RULES:

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code on Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; The Code on Social Security (Act No. 36 of 2020) and Rules notified under Code on Social Security [*erstwhile Payment of Gratuity Act 1972 and amendments; Employees' Provident Fund and Miscellaneous Provisions Act – 1952; Amendment Act 1988 and other amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and other amendments; The Employees Compensation Act, 1923 and its amendments*]; Shops and Commercial Establishments Act as amended up to date; all other acts and rules related to Labour employment notified from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on Work and for bonus, EPF, retirement benefits, retrenchment/lay off, compensation etc.

The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/ clauses of this contract.

It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the Institute as well as to the Labour department.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

## 13. SUBMISSION OF DOCUMENTS OF PAYMENT MADE:

The contractor must submit to the Institute every month along with his bill, a copy of documents evidencing the disbursement of wages along with copy of acknowledgment of wage receipt, **acknowledgements of premiums remitted to EPF, ESI, Insurance (challans + ECR)**, and any other document that may be insisted for verifying the veracity of submittals, of previous month- for the Institute's record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time.

***Failure to comply with this, the contract is liable for termination without any notice.***

## 14. RESPONSIBILITY OF SAFETY & REPORTING ACCIDENT.

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the "Institute" and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

## 15. ACCIDENT OR INJURY TO THE EMPLOYEES WORKERS OF THE CONTRACTOR.

The "Institute" shall not be liable for, in respect of any damages to the workers of the contractor or compensation payable in consequence of any accident or injury or death of the employees/ workers engaged by the contractor.

**16. PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property.

**17. TERMINATION OF CONTRACT:**

The Contract can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for **termination of contract** if the contractor violates any of the terms and conditions of the agreement.

In case of termination/default, **NITK reserves the right to directly pay workers** from the contractor's bills/Security Deposit.

- "Principal Employer liability will arise only after exhausting recovery from contractor".

**Determination of the contract/ rescinding the contract:**

Subject to other provisions contained in this clause, the Institute may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior service, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely, determine the contract in any of the following cases:

- i) If the contractor having been given by the Institute a notice in writing to rectify, improve the quality of service, quality of work or replace any worker or that the work is being performed in an inefficient or improper or bad manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence – and in the opinion of the Institute (which shall be final and binding) that the contractor is unable to perform the contract properly and continues to do so after a notice in writing of seven days from the Institute.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute.
- v) If the contractor fails to start the contract within the time that stipulated in the work order.

When the contractor has made himself liable for action under any of the cases aforesaid, the Institute shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the competent authority of the Institute shall be

conclusive evidence). Upon such determination or rescission, **Security Deposit shall be forfeited and shall be absolutely at the disposal of the Institute.**

- the competent authority is Dy. Director of the Institute.

b) To take any legal actions against the contractor.

In the event of above course (s) being adopted by the Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

## 18. PAYMENT OF BILLS OF THE CONTRACTOR:

The billing will be on monthly basis.

The Contractor shall submit his bill in duplicate on the 1<sup>st</sup> day of every month, pertaining to the previous month, to the Institute along with the copy of all related documents such as (i) copy of attendance (print out of biometric) of the month concerned duly certified by the Engineer-in charge and wage slip, and other documents as specified under Clause 13. The bill shall be cleared by 5<sup>th</sup> day of the month as far as possible. However, for any delay in clearing the bill, no interest shall be paid. In case, the 1<sup>st</sup> day and 5<sup>th</sup> day of any month happens to be a non-working day, then the next working day will be day in lieu of the non-working day.

All payments to the contractor towards his bill(s) are the reimbursements by the Institute, except in the case of wages of current month of the billing. The contractor should disburse wages to his workers as per the time stipulated in the Labour Laws without waiting for payment from the Institute.

Reimbursement of EPF contribution of Employer by the Institute is payable on maximum wage limit of ₹ 15,000 only or as per the maximum ceiling notified by the government from time to time.

Payment towards employees / workers shall be made as per the attendance of actual manpower deployed as certified by the Engineer-in-charge.

## 19. BONUS AND LEAVE WAGES TO THE EMPLOYEES/ WORKERS:

### Bonus:

The contractor shall pay bonus to the employees/ workers engaged under the contract as admissible under the Code on Wages Act and Rules framed thereunder; and as amended from time to time. **The bonus thus paid shall be reimbursed to the contractor on production of documentary proof after getting it verified from the Institute auditors. Any bonus paid, if found to be inadmissible during auditing, shall not be reimbursed.**

### Leave and leave wages:

The contractor shall allow his employees/ workers for availing leave that specified in the relevant Labour Rules/ Code on Social Security as applicable to his establishment. If any leave with wage is admissible and had to be paid by the contractor, the leave wage **paid shall be reimbursed to the contractor on production of documentary proof (such as leave letter from the workmen, approval of the leave by the contractor, copy of rule under which the leave with wage was approved, and any other related document that insisted by the Institute) after getting it verified from the Institute auditors. Any leave wage paid, if found to be inadmissible, shall not be reimbursed.**

**20. WEEKLY DAY OF REST:**

The contractor shall allow his employee/ worker for a day of rest every week (the rest day) for every six days of work as admissible under relevant Labour Rules. The rest day shall not be treated as leave day.

**21. RECOVERY OF STATUTORY PAYMENT DUE:**

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Workmen Compensation Act, The Code on Wages Act 2019; Code on Social Security/Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, Institute is obliged or made to pay or happens to pay any amount or wages to workmen employed by the contractor in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Acts, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the Institute under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Institute to the contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

**22. LABOUR LICENCE:**

The contractor shall obtain a valid licence from the Assistant labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract, whenever applicable.

Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of contract.

**23. LIQUIDATED DAMAGES/ COMPENSATION FOR DEFAULT:**

In case of any default by the contractor, theft; damage to the Institute property on account of negligence of the contractor in performing the obligations under this contract, non-adherence to the instructions or similar default, then the contractor shall be liable to pay liquidated damages at the rate mentioned below:

Sl. No.	Nature of default	LD charges
1	Non-submission of Test certificates for Transformers, Relays, earthings	₹1,000 per incident + taxes as applicable
2	Non-wearing uniforms	₹ 500 per incident/worker + taxes as applicable
3	Non-possessing safety tools while on work	₹ 500 per incident/worker + taxes as applicable
4	Not keeping the premises clean / non-sweeping	₹1,000 per incident/day + taxes as applicable

5	In case of theft of any institute property	₹ 5,000 per incident + taxes as applicable Plus cost of material as decided by the Institute
6	In case of damages to any Institute property	₹ 1,000 per incident + taxes as applicable Plus cost of making good as decided by the Institute
7	Non-adherence of Instructions of the Engineer in charge	₹ 500 per incident + taxes as applicable
8	Non-maintenance of any of the equipment as per the norms	₹ 500 per incident + taxes as applicable

The liquidated damages shall be recovered by the Institute out of the amounts, payable to the Contractor or from the Security deposits, if not paid by the contractor. The liquidated damages so collected are not refundable. The contractor shall not recover the same from the wages of employees/ workers unless due procedure is adopted and prior approval of the Institute is obtained.

**24. SETTLEMENT OF DISPUTES / ARBITRATION:**

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Director of NITK under Arbitration and Conciliation Act, 1996 (26 of 1996). The venue of arbitration shall be at Surathkal/ Mangaluru.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Mangaluru jurisdiction.

**25. FORCE MAJEURE**

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Institute in writing immediately on such occurrences.

**26. INCREASE IN MINIMUM WAGES DURING THE CONTRACT PERIOD:**

**Applicable only for the employees/ workers directly engaged under the contract:**

If the Government by an order increases the Minimum wage and/or the VDA during the currency of contract period and by virtue of this increase, and if the contractor happens to pay extra wages over and above the rate (minimum wage) quoted by him, then the difference of such incremental wage/ VDA and applicable other statutory payments (without considering other establishment charges of the contractor, other overheads or his profit thereon) shall be reimbursed to the contractor on his application along with supporting documents. However, if the rate (minimum wage) already quoted by him takes care the incremental wage, then the contractor has to bear the increased wage and the Institute will not reimburse the same.

**27. JURISDICTION OF COURT:**

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

**SCOPE OF WORK OF THE CONTRACTOR:**

**Daily operation and regular maintenance of 33kV substation and Power Houses at NITK, Surathkal:  
The scope of work includes, but not limited to, the following:**

1. The contractor shall arrange to operate the sub-station and power houses daily on 24x7 basis in 3 shifts and maintain it regularly by engaging skilled workers on shift basis and by arranging required consumables and other materials.

It is the responsibility of the contractor to see that the sub-station and power houses are operated and maintained including all transformers, other related electrical and mechanical equipment; and electricals lines strictly as per the norms stipulated by the MESCOM/KPTCL/CEAR-2010.

All statutory benefits to the workers engaged under this contract should be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms.

2. Verification of Character & Antecedents: The antecedents of workers deployed shall be got verified by the contractor from Police authority and an undertaking in this regard should be submitted to the Institute along with the list of workers engaged.

The contractor shall obtain Insurance coverage to his workers to meet his liability under Workmen Compensation Act against all risks including electrical and mechanical accidents. The workers of the contractor are not eligible for getting any compensation from the Institute as the Institute does not recognize any Employee – Employer relationship with the workers of the contractor.

3. The normal shift period will be (i) 6:00 hrs to 14:00 hrs; (ii) 14:00 hrs to 22:00 hrs and (iii) 22:00 hrs to 6:00 hrs. (iv) General shift: 9:00 hrs to 17:00 hrs. However, Institute deserve the right to make any changes in shift timings as per Institute requirement.
4. Minimum qualification required for manpower to be deployed:

Sl. No.	Category of manpower	Estimated number required per day	Minimum qualification required
a	Shift Engineers - (Highly Skilled)	3 number [Three number]	Degree in Electrical Engineering with 2 years' experience or Diploma in Electrical Engineering with 5 years' experience from recognized University of Institute; They shall possess Supervisor license issued by the Electrical Inspectorate to the Govt. of Karnataka; Certificate in First aid and power medicine by competent certified agency; Should possess 33KV electricity utilization certificate by any state Electrical Licensing Board (exemption will be given to desired candidates depends on their experience & skill as suggested by the Engineer-In charge).
b	Shift Electricians - (Skilled)	3 numbers (Three numbers)	ITI (2 years NCVT Electrician course) with valid Wireman permit issued by the Electrical Inspectorate to the Govt. of Karnataka; Certificate in First aid and power medicine by competent certified agency; Should possess 33KV electricity utilization certificate by any state Electrical Licensing Board (exemption will be given to desired candidates depends on their experience & skill as suggested by the Engineer-In charge).
c	Shift Helpers (Unskilled)	4 numbers (Four numbers)	Pass in 10 <sup>th</sup> standard / SSLC

5. The Contractor shall submit the names of the workers engaged for the work and they have to report to the Engineer-In-Charge or his sub-ordinate official nominated by him on day-to-day basis. However, they shall be supervised by the contractor himself for discharging their duties. Workers employed should not be changed frequently. If any changes is required, should be made prior approval should be taken from engineer in charge well before in advance. Every worker employed for the work has to obtain proper Gate Pass from Security Officer of the institute.

The contractor shall ensure that all workers engaged by him are adequately trained to handle the Firefighting equipment provided at the electrical sub-station in case of fire mishap.

The contractor shall properly maintain First-Aid Kits provided at the electrical sub-station. The contractor shall ensure that all workers engaged by him are adequately trained in administering First-Aid Services in case of emergencies.

6. **The contractor shall arrange for biometric attendance of his workers in the biometric instrument (to be installed by the contractor at his own cost). The printouts of the attendance shall be submitted along with his bill duly countersigned.**
7. Daily operation and the regular maintenance of electrical substation and power house system includes various Transformers, SF6 breakers, Vacuum Circuit breakers, Capacitor bank, Relay panel, RTTC panel, OLTC, Battery bank, Distribution panels, DP structures, other electrical and mechanical equipment, electrical lines, earthing etc. Detailed list of various items at sub-station is indicated separately.
8. The scope of work includes operation of 11kV switchgear, 33/11 kV transformer, 33kV switch gears, GOS Operations, battery and battery charger and other associated equipment, DP structures, replacement of fuses, tightening of jumpers including cleaning of all these.
9. The scope of work also includes checking of HT panels, LT panels, VCBs, SF6 breakers, relays, contactors, meters, various transformers, other breakers, battery, control desk etc, checking of Silica Gel of Transformers and replacing it periodically; recording the observations made if any during checking; and setting right the defects.
10. Filling of SF6 gas (Gas will be supplied by the Institute). All tools required for filling the gas and its testing shall be arranged by the contractor at no extra cost over and above the quoted price bid.
11. Keeping all the Meters and Indicators at the HT and LT panels intact, checking for Specific gravity, cell voltage, Power factor, testing of earthings, periodical testing of relays and maintaining it for its proper functioning.
12. Workers employed shall have the knowledge of Kannada/ Hindi/ English.
13. The Contractor has to keep building, substation area and surroundings neat and clean. He shall dump the scrapped materials only at the scrap yard. All the equipment (indoor and outdoor) shall be kept clean including dusting.
14. The Contractor shall carryout repairs of transformers and other equipment at the sub-station, topping up of transformer oil, changing of transformer oil etc through Shift Engineers/ Shift electricians/ Shift Helpers engaged on the work, for which no additional labour charges will be paid. However, if any spares parts to be replaced, the same shall be supplied by the Engineer in charge of the Institute (except damage caused to any machinery/plant due to negligence of the contractor).

15. Under no circumstances, sub-station shall remain under breakdown/ shutdown for more than three hours. In the event of breakdown/shutdown, the onus of attending to the problem in the shortest possible time will rest with the Contractor failing which the Institute is empowered to get the defects rectified from any outside agency at the sole risk and cost of the Contractor and make necessary deductions of the entire expenditure incurred from his bills at one and a half times plus taxes if any as applicable (i. e the actual expenditure x 1.5 times plus taxes if any as applicable).
16. The contractor shall maintain the sub-station and power houses including all accessories in healthy state all the time. He shall plan and undertake preventive maintenance at regular intervals and attend routine maintenance activity every day. Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The contractor shall maintain logbook of all machineries, periodical test reports up to date. The Institute will provide the necessary registers.

Registers to be maintained:

- (i) Daily report book of shift supervisor and shift electrician should be submitted and counter signed by the Electrical Engineer in the office of the Resident Engineer.
  - (ii) Records of scheduled maintenance and preventive maintenance of all electrical equipment in weekly, monthly, quarterly, half yearly and yearly should be submitted in the office of the Resident Engineer regularly.
  - (iii) Log book for hourly voltage, current, PF and kV Ah reading of 33 kV feeder of all transformers, relays and earthing;
  - (iv) Battery Logbook; and
  - (v) MESCOM power shutdown/ power failure timings register.
  - (vi) Other any register as suggested by the Engineer-in-charge.
17. The contractor shall arrange to carry out following works instructed to do so by the Institute and Engineer-in-charge.

Sl. No.	Required testing to be done	Periodicity	Certified Agency
1	Transformer oil testing and submission of test certificate. a) Breakdown value b) Acidic valve c) Any other test as mentioned by the Institute	1 year	The breakdown valve test should be done through MESOM / CPRI / E&E Dept / Any Govt. certified agency as suggested by the Institute / Engineer-in-charge. The Acidic value test should be done through Chemical Engg. Dept / CPRI / Any Govt certified agency as suggested by the Institute / Engineer-in-charge. The charges will be reimbursed by the Institute.
2.	Measuring of all earth pit values (33KV substation /Power houses & residential area power stations)	1 year	Should be done through MESCOM / CPRI / E&E Dept / Any Govt certified agency as suggested by the Institute. / Engineer-in-charge. The charges will be reimbursed by the Institute.

3.	Filtration of Transformer oil: (33KV substation /Power houses & residential area power stations)	1 year	From Certified agency as suggested by the institute / Engineer-in-charge. The charges will be reimbursed by the Institute.
4	Testing & calibration of all relays, meters, control circuit, switch gears etc (33KV substation / Power houses & residential area power stations)	1 year	From Certified agency as suggested by the Institute / Engineer In charge. The charges will be reimbursed by the Institute.
5	Cleaning of all Power houses & transformer yards inside the campus including removing grass / shrubs / plants / mud inside transformer yard, removing all unwanted items, cleaning of panels, trimming of tree branches etc complete.	1 month	No additional charges will be paid
6	Refurbishment of transformer yard by removing complete jelly and plucking of all plants and grass with roots, leveling the yard and re spreading the jelly, naming etc complete.	1 year	No additional charges will be paid
7	Periodical/routine Servicing & maintenance of all DP structures and GOS by carefully checking and cleaning all the parts / accessories in the DP structure, servicing, aligning & lubricating the GOS system, replacing all worn out / damaged spare parts, tightening of all joints / jumpers, and other works as directed by the Engineer In charge including all consumable items.	3 months	No additional charges will be paid

18. The contractor should arrange required manpower and technicians to shut down the substation once in every month preferably on last Saturday / Sunday with the prior information and permission from the office of the Superintending Engineer for shut down and preventive maintenance. During this period the contractor needs to engage extra manpower. The same should be loaded to his overhead charges. Nothing extra will be given over and above quoted rate.
19. Any complaints in the Substation noticed shall be reported to Engineer-in-charge at once.
20. Contractor shall provide all Tools & Tackles; Safety tools and equipment as required for proper operation and maintenance of Sub-station. Uniforms and safety kits etc. have to be provided to the workers.

21. All consumable such as Petrol required for cleaning, cotton waste, Grease, petroleum jelly, emery papers, lubrication oil, bolt & nuts, washers, electrical insulating varnish, distilled water for batteries, White cement, anti-rust spray etc. shall be arranged by the contractor. No extra payment towards consumable items shall be made.

The cost of consumable required per month shall be calculated by the contractor including profit margin & overheads of the contractor. The cost thus worked out shall be then calculated for per day and quoted accordingly in the Price bid.

22. Any damages caused by the Contractor in existing facilities while carrying out the work shall be made good by the contractor.
23. All dismantled / replaced parts should be handed over to the Institute's Engineer in-charge.
24. The contractor and his workers must strictly take all safety precautions and shall wear safety appliances like shockproof hand-gloves, safety belt, safety helmets, duster cloth, shockproof shoes etc.
25. The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his workers observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
26. The contractor shall maintain the premises of the sub-station clean by sweeping every day, water the gardens/ flower pots at the sub-station premises.
27. In case of any default by the contractor, LD charges/ compensation as specified in Clause 23 shall be levied. This amount shall be paid by the contractor on intimation failing which the same shall be deducted from the bills payable to him.
28. The list of main equipment/ machinery installed in the Sub-station premises which are to be operated and maintained in good condition (List is only indicative):

Sl. No.	Items	Quantity	Make/ Remarks
Outdoor			
1	33kV I/C line GOS	1 no.	
2	33kV MESCOM PT	1 set of 3 nos.	
3	33kV MESCOM CT	1 set of 3 nos.	
4	33kV I/C SF6 breaker	1 no.	ABB make
5	33kV Line CT	1 set of 3 nos.	
6	33kV GOS	1 no.	
7	33kV GOS BUS PT	1 no.	
8	33kV Transformer GOS	2 nos..	
9	33kV CT [Transformer]	2 sets of 3 nos. each	
10	33kV SF6 Circuit breakers	2 nos.	ABB make
11	33kV Lightening arrester	2 sets of 3 nos. each	
12	33/11kV 5MVA Transformers	2 nos.	SPEC make
13	Marshalling boxes	4 nos.	
14	11kV Feeder GOSs	5 nos.	
15	Capacitor bank GOS	1 no.	
16	11kV Capacitor bank	1 set	

17	Auxiliary Transformer Feeder GOS	1 no.	
18	11/0.433kV, 100kVA Auxiliary Transformer	1 no.	SPEC make
19	MESCOM Metering yard		
20	Overhead electrical lines and poles		
21	Complete sub-station premises		
Indoor			
22	RTCC Panel Boards	3 sets	
23	33KLA, 33kV Line control and relay panel	1 set	
24	33KTA, 33kV Transformer control and relay panel	2 sets	
25	70Way Annunciation and Remote control panel	1 set	
26	LT AC Panel	1 set	
27	DC Distribution panel	1 set	
28	Battery Charger – 110V 100Ah	1 no.	
29	2V 100Ah batteries	55 nos.	Exide
30	Feeders line VCB	8 sets	
31	Incomer line VCB	2 sets	
32	Bus Coupler	1 no.	
33	Building floors		
34	11kV line PT	2 nos.	
35	Relays	11 nos.	
36	11kV line CT	11 nos.	
37	Earth pits	60 nos.	
38	Over current earth fault relay	3 nos.	
39	Transformer differential relay	2 nos.	
40	Under/ over voltage relay	2 nos.	
41	Space heater	11 nos.	
42	All other miscellaneous items	--	
43	Connected electrical lines and other equipment/ machineries	--	

28 (i): The following VCB's (provided outside the 33kV substation – at various Power houses in the campus shall also to be maintained.

**(a) Power house – 1 (Vikram Power house)**

Transformers including DP structure – 750KVA, 11KV / 0.433KV – 2 nos

Transformers including DP structure – 500KVA, 11KV / 0.433KV – 1 nos

**(b) Power house – 2 (Pragyaan Power house)**

11kV 630A 25kA Indoor VCB - 4 panel boards

Transformers including DP structure – 500KVA, 11KV / 0.433KV – 3 nos

**(c) Power house – 3 (Galaxy Power house)**

11kV 630A 25kA Indoor VCB - 6 panel boards

Transformers including DP structure – 500KVA, 11KV / 0.433KV – 6 nos

**(d) 11kV 630A 25kA Indoor VCB - 1 panel board (near Girls Hostel blocks)**

**(e) Power house – 4 (Residential area)**

11KV VCB Indoor type, 11KV, 800A – 7nos

Transformer – 250KVA, 11KV / 0.433KV – 6nos

LBS panel outdoor type, 11KV, 630A – 5 nos

## 28 (ii) List of Tools / Safety items to take into account by bidding parties:

Sl. No.	Items	Quantity	Remarks
1	Ring spanners complete set	2 set.	
2	Double end spanner complete set	2 set	
3	Pipe wrench : 24 inches size	1 no	
4	Pipe wrench : 18 inches size	1 no.	
5	Hack saw frame with steel blades	2 set	
6	Hydraulic crimping tool upto 1000 Sq mm	1 no.	
7	Rubber hand gloves : 33 kV tested	2 set	
8	Telescopic Ladder Aluminium : 6 m height	1 no	
9	Rechargeable high beam LED Hand Torch	1 no	
10	Insulated cutting pliers : 12 inches size	2 nos.	
11	Insulated cutting pliers : 8 inches size	2 nos	
12	Line tester	2 nos.	
13	Screw driver set	2 nos.	
14	Insulated screw drivers of different lengths suitable for 33KV station accessories	1 set	
15	Hammer 8 Lbs.	1 no.	
16	Hammer 2 Lbs	1 no	
17	Chain pulley block 5 Ton Capacity	1 no.	
18	Allen keys	2 set	
19	Box spanners complete set	1 set	
20	Ratchet spanner complete set	1 set	
21	Insulation Tester Digital type (Megger) : 2.5 kV - 5 kV	1 no	
22	Insulation Tester digital (Megger) : 500 V rating	1 no	
23	1000 A AC digital Clamp Meter	1 no	
24	Digital multimeter	1 no	
25	SF6 Gas leak detector	1 set	
26	Digital Earth resistance tester with earth spikes, wires etc	1 set	
27	Manila rope / Nylon rope – 25 mtr long	1 no	
28	Metal Files of various sizes	1 set.	
29	Portable heavy-duty hammering drilling machine with different size wooden / metal bits	1 no	
30	Steel Measuring tape : 30 m	1 no	
31	ACSR conductor cutter	1no	
32	SF6 gas filling kit with pressure gauge	1 no.	
33	Hair dryer	1 no	
34	6 /16A rating extension box with 10mtr long wire	1 no	
35	Electric Cutting machine with blades	1 no	

<b>Safety tools:</b>			
38	Safety shoes for all workers suitable for 33KV substation	--	
39	Safety helmet for all workers	---	
40	Electrical Hand gloves for all workers	---	
41	Rain coats for all workers	---	
42	Safety goggles for all workers	--	
43	Safety belt	2 set	

29. The contractor should co-operate with all other contractors engaged by the Institute so that there shall not be any compliant on each other in discharging their responsibilities and obligations.
30. **Contract period:** The contract period is 2 years extendable for Two more year depends on his performance.
31. **Arranging approvals (new and renewal) for all existing electrical installations from Statutory Bodies like Central Electricity Authority, MESCOM, Electrical Inspectorate Department Karnataka, KPTCL, Pollution Control Board or any other authorities. Necessary statutory fees will be paid by the Institute. The contractor shall attend all the observations noted by the inspectorate and submit compliance report.**
32. Watering of earth pits, spreading of jelly inside the yard, removing of grass / vegetations inside the yard, naming of panels, naming of DP structures / other equipment's, repairing of yard lights, replacing of internal light / fans, plumbing works etc
33. Repainting works of all structures, transformers, panels, CT's, PT's, breakers, DP structures, fencing, terminal boxes including all tools and plants like brush, emery paper etc whenever felt necessary as instructed to do so by the Engineer – in charge. Paint will be supplied by the Institute.
34. Periodical servicing of transformers accessories like bushing, valves, OLTC mechanism, tap change over switch etc.
35. The contractor must be ready to arrange specialized technicians from MESCOM / OEMs to repair the equipments if found necessary. No extra charges will be paid.
36. The persons should also attend other HT related works in substations, Power houses and other locations as suggested by the Engineer In-charge. The work includes HT/LT fault rectification work, maintenance work in overhead lines & DP structures, attending HG fuse replacement work, Insulator / lightning arrester replacement work, attending complaints in panels / breakers etc.
37. The agency must be easily available to phone calls at any time.
38. The agency must provide separate sim with Mobile phones for communication purpose.

**Category of manpower:**

<b>Sl. No.</b>	<b>Category</b>	<b>Manpower</b>
1	Highly skilled	Engineers - Engineering graduates Engineering Diploma Holders
2	Skilled	Electricians with ITI qualification - Electrical wireman/ electrician (with wireman permit)
3	Unskilled	Helpers

Minimum Wage for Central Sphere: NITK, Surathkal is within Mangaluru City Corporation limits, is a 'B' category of City as per CLC, Govt. of India notification

**Letter of Transmittal cum undertaking**

To:

The Dy. Director,  
NITK, Surathkal,  
Srinivasnagar Post, Mangaluru – 575 025.

Sir,

Sub.: Tender for Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.

Having examined and understood the details given in the Notice inviting e-tenders and the tender document for the above work, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in my/ our bid are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our price bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the Institute separately under related Clause of the contract).
6. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act and its amendments; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions such as Code on Wages Act; Code on Social Security/ Workmen Compensation Act, Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments while deriving our price bid. I/ we further declare that I / we abide by the said Acts and Rules.
7. I/ we hereby agree to take group insurance on award of work.
8. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required and obtained necessary information about working conditions, risk contingencies etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

**Declaration by the Bidder:**

I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of contract, other documents and Rules referred to in the conditions of contract and all other contents in the tender document before submitting my/our tender on e-Procurement portal.

I/We hereby tender for the work specified in the notice inviting e-tenders for the National Institute of Technology Karnataka, Surathkal and agree to undertake the same if awarded within the time specified in the tender document/ letter of acceptance/ work order.

I/ we declare that the decision of the Institute on determination of lowest price bid is final and binding on me/ us.

A sum of ` ----- is hereby forwarded by means e-payment/ Bid Security Declaration/ exempted (MSME/NSIC/ Startup). If I/we, fail to commence the work specified I/we agree that the Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Seal and signature of the bidder with date

Address:

**ACCEPTANCE**

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, National Institute of Technology Karnataka, Surathkal.

The letters referred to below shall form part of this contract agreement:

- a) Letter of Intent dated - -2026
- b) Work order and all future correspondences
- c) Bid Documents and the documents submitted by the bidder.

Dy. Director  
For & on behalf of NITK, Surathkal

Dated - -2026.

**FORMAT OF AFFIDAVIT**

**[To be submitted in support of Eligibility Criterion No. 10.7]**

**[On a stamp paper of ₹ 100 duly sworn before the Public Notary/ Oath Commissioner]**

**Name of work: Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal**

Affidavit of Mr./Ms. \_\_\_\_\_, S/o/ of Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, working as -----(designation) for ----- (name and address of the bidding agency).

I, the deponent named above, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct, on this ---- day of ----- 2026, at -----.

Public Notary/ Oath Commissioner

**Format for furnishing details of similar work executed by the bidder during previous five financial years**

**During the year 2021-22 to 2025-26**

<b>Sl. No.</b>	<b>Name of the Department / Establishment where the work is executed</b>	<b>Contact person, designation and phone number</b>	<b>Year</b>	<b>Capacity of Substation</b>	<b>Contract period</b>

**Format for furnishing details of similar works in hand with the bidder.**

<b>Sl. No.</b>	<b>Name of the Department / Establishment where the contract is executed</b>	<b>Contact person, designation and phone number</b>	<b>Contract period up to</b>	<b>Capacity of Substation</b>

**Format for furnishing technical manpower in the Roll of the Bidder as on April, 2025:**

**Details of only technical manpower**

<b>Sl. No</b>	<b>Name</b>	<b>Educational qualification</b>	<b>Experience in years</b>

**ANNEXURE "A"**

**Format of Performance Certificate from the Organisation/Department/Institute**

This is to certify that M/s\_\_\_\_\_ (name and address of the agency) has carried out \_\_\_\_\_ (name of the work in detail) at \_\_\_\_\_ (name of the organisation/department) on tender basis at an estimated cost of ₹\_\_\_\_\_. It is certified that during this tenure at our organisation/Department/Institute work has been Satisfactory. The agency has not been blacklisted / debarred / penalized in any form (by forfeiting the **Security Deposit / Performance Guarantee** etc.) for non-performance of work.

Signature of competent authority

**Format of Letter of Intent/ Acceptance**

(In the Letterhead of the Institute)

No. 97/33kV/O&M/2026-27/HD

Date: -----

Through Speed Post

To:

(Name and address of the contractor)

Sir,

Sub.: Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal – Letter of Intent/ Acceptance – Reg.

Ref.: 1. Notice inviting tender No. 97/33kV/Tender- 11 /2026-27/HD dated – 08 -06-2026  
2. Your e-tender submitted through e-procurement portal  
(<https://eprocure.gov.in/eprocure/app>)

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. 97/33kV/Tender- 11 /2026-27/HD dated –08-06-2026 and the tender document, your tender submitted through e-procurement portal for the work mentioned above is accepted as follows:

Details of Price bid as accepted
----------------------------------

Note: GST is extra as applicable.

You are requested to submit a Security deposit of ₹ 9.50 lakh (Rupees Nine lakh Fifty thousand only) by means of Fixed Deposit Receipt or Demand Draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal or through e-payment [RTGS or NEFT] OR Bank Guarantee bond of any scheduled bank (in the approved format, valid for 36 months) within **Seven days** from the date of issue of this letter.

You are also requested to attend this office within **Seven days** from the date of issue of this letter along with a non-judicial stamp paper of ₹ 500 for executing an agreement. You are further requested to submit a certified/ self-attested copy of all the documents uploaded while submitting e-tender on e-procurement portal, and the original affidavit.

Subject to the fulfilment of the terms and conditions of the tender/ contract documents, the period of contract shall be for two years starting from ----- . Hence you are requested to take all needful action to commence the work from -----.

Yours sincerely,

Dy. Director  
NITK, Surathkal.

Copy to:

## Format of Agreement

(In a stamp paper of Rupees Two hundred)

### **AGREEMENT FOR OPERATION AND COMPREHENSIVE MAINTENANCE OF 33KV/11KV SUBSTATION -1 NO AND 11KV POWER HOUSES - 4 NO'S (EXCLUDING COST OF SPARE PARTS OF EQUIPMENT/ MACHINERIES) AT NITK, SURATHKAL**

THIS AGREEMENT is made on the \_\_\_\_\_ day of -----, 2026 by and between the National Institute of Technology Karnataka, Surathkal, an autonomous educational Institute of the Ministry of Education, Government of India imparting technical and science education, represented by its Dy. Director, hereinafter called the "Institute" of the ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

----- (Name and address of the contractor) represented by its ----- Shri -----, hereinafter called the contractor, which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called e-tenders for **Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal** vide Notice inviting e-tenders No. 97/33kV/Tender- 11/2026-27/HD dated -----.

WHEREAS among several other bidders, ----- (Name and address of the contractor) has also submitted his/ their bid in response to the said notification. Among several bidders who have offered their bid, the Institute found the tender offered by ----- (Name and address of the contractor) is acceptable and hence offered to grant the contract of **Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal** to him/ them vide Letter of Intent/ Acceptance No. 97/33kV/O&M/2026-27/HD dated -----

Whereas ----- (Name and address of the contractor) has/ have accepted the award of work. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

- (1) In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
- (2) The following documents shall be deemed to form and be read and construed as part of this agreement, namely:
  - (i) Notice inviting e-Tenders No. No. 97/33kV/Tender- 11/2026-27/HD dated -----.
  - (ii) Tender document containing --- pages.
  - (iii) Documents submitted by the contractor along with his e-tender (containing --- pages)
  - (iv) Letter of Intent/ Acceptance No. 97/33kV/O&M/2026-27/HD dated -----
  - (v) Work order
  - (vi) All future correspondences between the parties.

- (3) In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and execute the work of **Operation and comprehensive maintenance of 33KV/11KV**

**substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal with effect from ----- as per the provisions of the contract.**

- (4) That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing workers/ employees and in payment of wages to the workers/ employees engaged.
- (5) That the Contractor hereby agrees to all adhere to all related statutory requirements in payment of taxes to the concerned authority.
- (6) The Institute hereby covenants to pay the contractor in consideration of the services/works rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent/ acceptance/ Work Order.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Contractor

For Institute

Witness:

**Format of Work Order**  
(In the Letterhead of the Institute)

No. 97/33kV/O&M/2026-27/HD

Date: -----

Through Speed Post

To:

(Name and address of the contractor)

Sir,

Sub.: Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal – Work Order issued – Reg.

Ref.: This office letter of acceptance No. 97/33kV/O&M/2026-27/HD dated -----.

The agreement dated ----- for the above work is accepted. A copy of the agreement is enclosed. You are requested to contact the Superintending Engineer of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for two years starting from ----- . The payment payable under this contract is as follows:

Details of Price bid as accepted
----------------------------------

Note: GST is extra as applicable.

You are requested to obtain Labour Licence from the Assistant Labour Commissioner (C) as per Contract Labour (Regulation and abolition) Act 1970 and the Central Rules framed thereunder, and submit a copy of the same to this office for record purpose. Form No. 3 required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the contract within seven days.

Yours sincerely,

Encl.: As above.

Dy. Director  
NITK, Surathkal.

Copy to:

1. Assistant Labour Commissioner (C), BSNL building, Padua, NH-66, Kadri, Mnagaluru - 575004 - for information.

Copy to:

**Format of Indemnity bond (To be submitted by the successful bidder after executing the Contract)**

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the work: Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.

KNOW all men by these presents that M/s ----- (name and address of the contractor) do hereby execute Indemnity bond in favour of the National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025, on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 from:

1. Any third-party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my workers/employees;
3. Any claims by workers of mine/ ours under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any workers/ employees;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witness:

- 1.
- 2.

Seal and signature of the Notary

**Format for evaluation of performance of the contractor**

**Proforma for evaluation of performance of the contractor by the Institute Engineer-in-charge**

Performance for the month of -----

Sl. No.	Activity	Performance of the contractor*				Remarks in brief
		Very good	Good	Average	Poor	
1	Keeping the Substation premises clean					
2	Timely deploying the manpower in every shift and their availability during entire shift period					
3	Attending to the repairs within the timeframe stipulated					
4	Advance planning of preventive maintenance					
5	Carrying out of Preventive maintenance works					
6	Arranging for the test results as stipulated in Para 17 of Scope of Work					
7	Maintaining sufficient stock of consumables in Store and arranging it to work					
8	Arranging Tools required for the operation and maintenance					
9	Adopting Safety measures (of Men and material)					
10	Discipline of the contractor's workmen and their approach with the Institute Officials					

\*Please ✓ at the appropriate cell

Junior Engineer/ Assistant Engineer:

Engineer-in-charge / Superintending Engineer.

**Note:**

- Very good - 10 points
- Good - 08 points
- Satisfactory - 06 points
- Poor - 04 points

Obtaining average 6 points in every month is necessary for treating the performance as satisfactory for continuation of the contract

$$\text{Average points} = \frac{\text{Total points obtained}}{10}$$

**Price Schedule format (Only indicative, not comprehensive)**

Please note: Please Do not fill this format. Price bid to be submitted through e-procurement portal duly downloading the BoQ and then to be uploaded duly filled. The following is only for information and guidance to fill the BoQ.

Name of Work: Operation and comprehensive maintenance of 33KV/11KV substation -1 No and 11KV power houses - 4 No's (excluding cost of spare parts of equipment/ machineries) at NITK, Surathkal.

Sl. No.	Item description	Quantity per day	Unit of measurement	Wage including VDA per unit per day (without GST) for Manpower – Price for other items (without GST) – in figure to be entered by the Bidder	EPF contribution of the Employer (at 13%)	ESI contribution of the Employer (at 3.25%)	Total wage including ESI and EPF contributions
1	<b>Manpower</b>						
1.1	Shift Engineer (Highly skilled category)	3	Number	(Min Rs. 1008/-)		X	
1.2	Shift Electrician (Skilled category)	3	Number	(Min Rs. 918/-)		X	
1.3	Helpers/ (Unskilled category)	4	Number	(Min Rs. 693/-)			
2	Cost of consumables per day	1	Lot	(Min Rs. 100/-)			
3	Profit and all other Overhead charges of the contractor – per day	1	Lot	(Min Rs. 500/-)			

**Note:**

1. GST is extra as applicable.
2. The wage quoted should be inclusive of VDA. The wage should not be less than the Minimum wage notified by the Government as on the date of submission of tender. If the Wage quoted is less than the Minimum wage, such price bid shall be treated as non-responsive and is liable for rejection.
3. The Rate should be quoted on PER DAY basis.
4. The billing will be on MONTHLY basis.
5. The number of manpower shown above is indicative and may vary depending on the actual requirement. Payment shall be made for the actual manpower utilized during the month on per day basis.
6. Reimbursement of EPF contribution of Employer by the Institute is payable on maximum wage limit of ₹15,000 only or as per the maximum ceiling notified by the government from time to time.

**Declaration by the contractor:**

1. I/ we hereby declare that the Wage quoted is in conformity with the Code on Wages Act and other Labour Laws.
2. I/we hereby declare that I/we have quoted rate for all the items in the PRICE SCHEDULE while submitting e-tender. If rate is not quoted for any of the item(s) for whatever the reason, I/ we understand that my/ our Price Bid is liable for rejection.

**DRAFT APPROVED**

-Sd-  
Asst. Registrar (B&W)

-Sd-  
Dy. Registrar (Finance)

-Sd-  
Registrar (i/c)

-Sd-  
Superintending Engineer

-Sd-  
PIC of Electrical Infrastructure

-Sd-  
Dean (P&D)