



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore

*Infrastructure
Development
Office*

INDIAN INSTITUTE OF TECHNOLOGY INDORE

SIMROL, KHANDWA ROAD, INDORE 453552

www.iiti.ac.in



TENDER DOCUMENT FOR

Dismantling(Removing), shifting, reinstallation, commissioning,
& testing of 85 KW solar plant of SIC building to WTP and MRS
building roof at IIT Indore.

NIT No. - IITI/IDO/Maint./SIC/Solar/2021-22



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PART - I
Eligibility Bid Document



Index

Name of Work: - Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.

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INDIAN INSTITUTE OF TECHNOLOGY INDORE

NOTICE INVITING TENDER

The Maintenance in Charge IIT Indore invites on behalf of IIT Indore item rate bids in two bid system for following work(s):-

NIT No.: IITI/IDO/Maint./SIC/Solar/2021-22

Name of Work:

Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.

Estimated Composite Cost: ₹ 8.72 Lakh/-

Earnest Money Deposit: Exempted. However, Bid security declaration is required.

Time of Completion: 60 days.

Date of availability of tender document for download from **17.03.2021** to **30.03.2021 (15:00 hrs)** can be seen on website <http://iiti.ac.in/tenders/tender>, and downloaded free of cost and shall be submitted on line on central public procurement portal (CPPP).

Pre-bid meeting is scheduled on **22.03.2021** at **10:00 AM**. At **IDO office Abhinandan Bhavan IIT Indore**.

Date of submission of bids Up to **3.00 PM** of **30.03.2021**.

Time and date of opening of eligibility bid: **31.03.2021** at **3:30 PM**



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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Maintenance in Charge, IIT Indore on behalf of IIT Indore invites online Comprehensive Maintenance tenders from reputed agency of solar PV system of item rate bid in two bid system for the following work:

Sl.		Name of work & Location	Estimated cost put to tender	Period of Completion	Date of Pre-bid meeting	Last date & Time of submission /uploading of eligibility and financial bids and other documents as specified	Time & date of opening of Eligibility bid
1	NIT No. IIT/IDO/Maint./SIC/Solar/2021-22	Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.	Rs. 8,72,000/-	60 days	At 10:00 AM Of March 22, 2021.	Up to 3 :00 PM of March 30, 2021.	At 3:30 PM Of March 31, 2021.

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

(a) Should have satisfactorily completed the similar works in CPWD / MES / MPPWD / Central PSUs / IITs / IIMs / IISERs/Railways as mentioned below during the last five years ending previous day of last date of submission of bids.

Three similar works each costing not less than Rs. 3.50 lakh

or

Two similar works each costing not less than Rs. 5.25 lakh

or

One similar work costing not less than Rs. 6.98 lakh

Eligible similar work shall mean works of

“INSTALLATION/COMMISSIONING/TESTING/OPERATION/MAINTENANCE OF roof top photovoltaic (PV) solar power systems” etc.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last date of submission of bids.

(i) Should have an average annual financial turnover of Rs. 5.25 lakhs during the last three years ending March 31, 2020.

(ii) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending March 31, 2020.

(iii) Should have a solvency of Rs. 3.50 lakhs.



- (iv) Should have valid A or B class electrical contractor license from Govt. of M.P. or Govt. of India.
 - (v) Should have GST registration certificate.
 - (vi) Should have EPF registration certificate.
 - (vii) Should have ESIC registration certificate.
 - (viii) Should have PAN CARD registration certificate.
 - (ix) Should have company/firm registration certificate.
 - (x) Should have Building & other construction works (BOCW) registration certificate.
 - (xi) Should have labor license registration certificate.
 - (xii) Bid Security Declaration in the given format.
2. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required and submitted with technical bid.
 3. Information and Instructions for bidders posted on website shall form part of tender and bid document.
 4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen from website <http://iiti.ac.in/tenders/tender> and downloaded free of cost and shall be submitted online on central public procurement portal (CPPP).
 5. The tender can only be submitted after uploading the mandatory scanned documents as per list given.
 6. Date of availability of tender document for download from **17.03.2021 to 30.03.2021 (15:00 hrs.)** on website <http://iiti.ac.in/tenders/tender> and central public procurement portal (CPPP).
 7. (i) Copy of Certificate of Work experience, Certificate of Financial Turnover from Chartered Accountant, Bank Solvency Certificate and other documents mentioned above shall be submitted and all documents mentioned in **ELIGIBILITY BID DOCUMENTS** in the prescribed formats of Form 'A' to 'G' and Annexure 'A' to 'F' along with certified copies of supporting documents shall also be submitted. At the time of submission of bid, contractor may submit 'Affidavit / Certificate from CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document and further details, if required shall be asked from the Contractor after opening of Eligibility bid documents. There is no need to upload entire voluminous balance sheet.

(ii) Bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents submitted are found in order.
 9. The Eligibility bid shall be opened first on due date and time as mentioned above. The time



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and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to them at a later date.

10.IIT Indore reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.



Indian Institute of Technology Indore

Notice Inviting Tender

1. Maintenance in Charge IIT Indore on behalf of IIT Indore invites item rate bids from reputed agency of **photovoltaic (PV) solar power systems** in two bid systems for the work of “Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.”

1.1 The work is estimated to a composite cost of: ₹ **8,72,000 /-**

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidder will correspond to the combined estimated cost of different components put to bid.

1.2. Criteria of eligibility for contractors:

Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

1. Reputed agency of photovoltaic (PV) solar power systems are eligible to quote for this tender.
2. Applicant must submit Bid Security Declaration in the given format.
3. PQ Bid will contain documents related to eligibility criteria including scanned copy application of tender, mentioned. Hard copy of above documents may be verified, if required.
4. Price Bid shall be as downloaded and duly filled by bidder.
5. Integrity pact of the tender document shall be signed between Maintenance-in-Charge and the successful bidder after acceptance of the tender.
6. Bank Account Details
7. Information and Instructions for bidders posted on the website shall form part of this bid document.
8. Any clarification on the content of NIT/ Tender document can be referred to the Maintenance In charge, email ido.tender@iiti.ac.in at IIT Indore.
9. Contractor must ensure to quote rate of each item. If any cell is left Blank and no rate is quoted by the bidder, rate of such item shall be treated as zero.
10. Duly signed & stamped of complete downloaded tender document for uploading.
11. **Bidders are advised to inspect the site and shall quote the rates accordingly.**



1.3 To become eligible for issue of bid, the bidder shall have to furnish an affidavit as under: -

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT Indore in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

- 2 Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 8 modified / amended up to last date of receipt of tender, Bidder shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be one year from the date of start as defined in Schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available at IIT Indore
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form, 2014 can be seen on website of www.iiti.ac.in/tenders/tender or [central public procurement portal \(CPPP\)](http://central public procurement portal (CPPP)).

The bid submitted shall be opened on March 31, 2021 at 3:30 pm.

- 7 **Copy of certificate of work experience, Certificate of financial turnover from Chartered Accountant, Bank Solvency Certificate and other documents mentioned shall be submitted within the period of bid submission and all documents mentioned in ELIGIBILITY BID DOCUMENTS in the prescribed formats of Form 'A' to 'G' and Annexure 'A' to 'F' along with certified copies of supporting documents shall also be submitted.** At the time of submission of bid contractor must submit 'Affidavit / Certificate from CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document and further details, if required, shall be asked from the Contractor after opening of Eligibility bid documents.
10. The bid submitted shall become invalid and shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not submit all the documents (including service tax registration/VAT registration/Sales Tax registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section /sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. The contractor whose bid is accepted will be required to furnish performance bank guarantee of 3% (Three Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee



within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labor licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and program chart (Time and progress) within the period specified in Schedule 'F'.**

12. The description of the work is as follows:

The scope of works includes "Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.

Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bids. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that it has read this notice and all other contract documents and has made itself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to it by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the Board of Governance of IIT Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bid submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of Board of Governance of IIT Indore reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the IIT Indore in which its near relative is posted as an Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) responsible for award and execution of contracts. It shall also intimate the names of persons who are working with it in any capacity or are subsequently employed by it and who are near relatives to



any Gazetted officer in the IIT Indore or in the Ministry of Human Resource Development.

17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of its employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **90 days (Ninety days)** from the date of opening of technical bid. If any bidder withdraws its bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then IIT Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.**
- 18 The Eligibility bid shall be opened first on due date and time. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to technically qualified bidders only at a later date.
19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder, on acceptance of its tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 8 amended / modified up to last date (or other Standard C.P.W.D. Form as applicable) of receipt of bid.

TENDER

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.



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I/We agree to keep the tender open for Ninety (90) days from the due date of opening of eligibility bid and not to make any modification in its terms and conditions.

A sum of Rs. (Rs.....) is hereby forwarded in online mode or Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is scanned and uploaded **(strike out as the case may be)**. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. **Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in IIT Indore in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated #.....

Signature of Contractor

Postal Address#

Witness: #

Address: #

Occupation: #

To be filled in by the contractor/witness as applicable



ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the IIT Indore for a sum of ₹. _____

(Rupees _____)

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

- a)
- b)
- c)

For & on behalf of the IIT Indore.

Signature

.....

Dated

Designation



FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and.....
(hereinafter called “the said contractors”) for the work(hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we..... (indicate the name of the bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupees.....only) on demand by the Government.
2. We(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We, the said Bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment.
4. We.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee.
5. We(Indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers



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exercisable by the Government against the said contractors and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any for-bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto_____ Unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____ (Rupees_____ only) and unless a claim in writing is lodged with within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for
_____ (Indicate the name of Bank).



Instructions 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- Tender 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) Bidders 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) 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. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) 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.
- 5) 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.
- 6) 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.
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.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e- token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 3) Tenderer are advised to follow the instructions provided in the “Instructions to the Tenderer” for the e-submission of the bids online through the Central Public Procurement Portal for E- Tender at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the “Schedule of Requirement” and to offer discounts for combined schedules. However, Bidders shall quote

for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.



For taking assistance for bid submission, if any

**CPP Portal website: www.eprocure.gov.in
CPP Portal Help Desk Toll Free
No.:18002337315, 180030702232**

GENERAL CONDITIONS OF CONTRACT

The names of concerned authorities as per GCC 2016 of CPWD should be read as below:

Sr. No.	Name of Concerned authority as per GCC of CPWD	To be read as
1	2	3
1	President of India	IIT Indore
2	Engineer-In-Charge	Maintenance in Charge
3	Director General	Director, IIT Indore
4	Department	Infrastructure Development Office, IIT Indore
5	Chief Engineer CPWD	Project In charge,
6	Director General (works)CPWD	Director, IIT Indore
7	Additional Director General	Dean of Infrastructure Development, IIT Indore
8	The Divisional Engineer	Senior Engineer, IIT Indore

- The word “CPWD” will remain intact, wherever the rules, forms, formats, annexures, appendices, clauses, rate analysis formats, specifications etc. published by CPWD are referred.

DEFINITIONS

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

The CONTRACT shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including conditions, 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.

The WORKS OR WORK shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works, by



virtue of the contract contracted, to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

The SITE shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

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.

General Condition of Contract for CPWD works 2019 as amended up to CON/295 shall become parts & parcel of the tender documents

The Board of Governors of IIT Indore shall mean its successors also. The Engineer In-charge shall mean the Maintenance in Charge IIT Indore or his authorized representative.

The Institute shall mean the Indian Institute of Technology Indore or his nominee as notified. The Accepting Authority shall mean the Director, IIT Indore on the behalf of Board of Governors IIT Indore.

The Expected Risks shall mean risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

The Market Rate shall mean the rate as decided by the Engineer-in-Charge on the basis of the cost of material and labor at the site where the work is to be executed plus 15% cover all the overheads and profits.

The Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender document and the Standard Schedule of Rates of the Institute with the amendments there to issued up to the date of issue of notice inviting tenders.

The Tendered Amount shall mean the amount of the work as stipulated in the letter of award.

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.

Headings to the General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished, free of cost one certified copy of the contract except standard specifications, Schedule of Rates and such other printed and published documents, together with all the drawings as may be forming part of the contract. None of these documents shall be used for any purpose other than that of this contract.



WORKS TO BE CARRIED OUT

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labor necessary in and for the execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all the matters and things necessary for the proper completion and maintenance of the works.

DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the Contact are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -

- Description of Schedule of Quantities. Particular
- Specification and Special Condition, if any.
- Drawings
- CPWD Specifications
- Indian Standard Specifications of BIS.

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.

Any error in description, quantity or rate in the Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.



Special conditions of the contract

The following special instructions/ conditions are applicable to tenderer.

1. The tenderer shall supply the following information along with the tender:

- Names and addresses of the clients whose similar works have been executed by the tenderer. IIT Indore reserves right to verify such credentials.
- Copy of contractor's 'A' or 'B' class electrical license (wherever applicable) issued by the electrical licensing authorities of Government of M.P. /Govt. of India.
- Any other information the tenderer feels necessary to make his offer complete, without changing or without having intent to modify / change any of the tender condition to be submitted in a separate sheet.
- Deviation/Any exclusion, deviation from specification shall be clearly spelt out and listed at one place in the offer only and tenderer shall substantiate the same with appropriate reasons. In absence of the same, it will be considered that tenderer has followed the specification fully in words and spirit.

2. Tools, tackles and consumables:

- Testing equipments required for the work shall be in good condition (calibrated annually) and arranged by the contractor. The testing instruments shall be of sufficient capacity and quantity as per the site requirements. The instruments like insulation tester, earth tester, earthing rods, multi-meters, testing kits, thermometer etc. shall be required at site during installation, commissioning, testing activities.
- The contractor shall be fully responsible for arranging the supply of required tools & tackles, cable crimping tools, ladders etc. In addition to above, the personal protective equipments of proper rating (PPE) like helmets, safety belts, hand gloves, safety shoes, torch, ladder etc. for all working persons shall also be arranged.

The consumable items like jelly, cotton waste, dungry cloth, emery paper, CRC & CTC and material required for housekeeping including detergents, phenyl, soap etc. shall be provided by the contractor.



3. The contractor shall employ the required number of technical and non-technical manpower. During contract period, the contractor shall depute qualified, experienced and competent manpower as per the site set-up/staff requirement for executing the work. During execution of installation, commissioning, testing activities, in case some additional manpower is required, contractor shall provide the same free of cost. For entry in institute, contractor shall submit the details of the employees i.e. Address proof, I.D. proof, photo etc. for gate pass of all deputies.
4. The contractor shall not be entitled for any additional payment during the tenure of the contract due to increase in cost of manpower or any.
5. The price offered by the contractor shall include the charges for any minor maintenance, the details of which may not be explicitly available in the tender specification but it is essential for this work.
6. **Housekeeping:** The contractor shall maintain the installations, commissioning, testing activities clean and tidy inside as well as around the installations and substation buildings. This shall also include sweeping, mopping, cleaning of cobwebs, removal of scrap generated during contract period, etc. in the substations building. All required materials for housekeeping like broom, cobweb broom, mop, bucket, soap, detergents, phenyl, etc. shall be arranged by the contractor. No rags and waste etc. shall be thrown near the building. This shall be deposited in the scrap yard and dustbins provided nearby, as per the department instructions. Also furniture and fixture therein shall be maintained.

It is the responsibility of the contractor to hand over the entire system to IITI on completion of the contract period in working condition.

7. The final handing over / taking over will be done after joint inspection by IITI and contractor on the completion of contract period. The liability towards damage/ replacement shall be limited to 05% (Five percent) of the order value.
8. **Inspection:** Inspection will be carried out by IITI as and when required. Inspection by statutory bodies/ authorities will be under the scope of contractor. Contractor shall intimate IITI authority the schedule of such statutory bodies/ authorities inspection.
9. **Safety**
 - Specifications and standards: The installations, commissioning, testing activities shall be in conformity with relevant Indian Standard specification, National Electric codes, Indian Electricity Rules.
 - The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire/LV/HV/EHV (Electrical sub station) precautions prevailing within the restricted areas etc.
 - The contractor, his agents, representatives, workmen etc. shall strictly adhere to the fire/electric shock precautionary measures while working near the explosive areas. During such times, the workmen should be headed by their site supervisor as a



precautionary measure. The regular team of the contractor shall be very well aware of firefighting, Cardio-Pulmonary Resuscitation, first aid etc.

- While working at height, Personal Protective Equipments (PPE) like safety belts, helmet, ladder and scaffoldings etc. shall be used as per the recommended safety guidelines.

10. Accident or injury to workmen:

- IITI shall not be responsible for any injury or loss of any workers of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor. The contractor is solely responsible for any damage or injury or accident that may occur to any of his personnel working under this contract. He will not claim any compensation from IITI.
- In order to meet any type of emergency, a dedicated vehicle along with driver shall be made available by the contractor in IIT Indore.

11. Theft of Parts:

Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/ staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the contractor. Security/ Safety of all installations in lift will be the responsibility of contractor.

12. Materials, Consumables & Tools etc.:

For performance of contract, the Contractor will arrange all the materials/ consumables, tools & machines/ testing equipment's required for execution of said jobs, which will be included in quoted rates. No extra payment for the same will be made by the Institute.

13. During the period of installations/Maintenance, commissioning, testing activities, no extra payment what so ever towards replacement of parts or consumables etc. shall be entertained. It shall be included in rates quoted.

14. Rates quoted in the financial bid must be inclusive of all central, state and local taxes etc. including trade tax on works contract. Rate are also inclusive of payment to the Labor Department in accordance with the prevailing Labor law, including all statutory liability fixed by the Labor commissioner or any other law enforcement agency. Also, if new taxes are introduced, same also would be applicable.

15. All the statutory fees/ charges need to be paid for functional/ operational of the equipments shall be paid to government bodies by contractor. IITI will reimburse the same after the submission of original receipt to IITI.

16. Rates quoted in the financial bid must be include tighten the screws, nuts/bolts, electrical/electronic Connections, etc.

17. Contractor shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local



laws & bye laws applicable will be observed by the contractor and IIT Indore will be kept indemnified of such payable by the contractor.

18. Any unauthorized person (or visitor) shall not be allowed to come inside the campus without the approval of Engineer in charge and Security officer. Staff deployed at IIT Indore will get the temporary ID card and which shall be available with the concern at the time of duty. For the purpose of proper identification of the employees of the contractor deployed for the work, contractor shall issue identity cards bearing their photographs/ identification etc. and such employees shall display their identity cards at the time of duty.
19. Engineer-in-charge, IIT Indore shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
20. For performing the assigned work, the contractor shall deploy medically and physically fit persons (Preferably below the age of 50). The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst properly trained electrician of high integrity and good conduct, and shall be conversant in the local language i.e. Hindi. In no circumstances, persons below 18 years of age should be employed.
21. The contractor shall further keep the IIT Indore indemnified against any loss to the IIT Indore property and assets. IIT Indore shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
22. The contractor shall ensure that the persons so deployed do not allow any property of the IIT Indore related to Equipment's to be taken out of the premises without a Gate Pass signed by the Engineer in-charge of the IIT Indore.
23. Saturdays / Sundays should be utilized primarily for the installations, commissioning, testing activities, where shutdown is required, in consultation with & approval of the engineer-in-charge of IIT Indore.
24. In case, any staff not found up to the mark and not able to work properly or behave improperly, he will have to be changed as per the instruction of the Engineer in charge, IIT Indore.
25. **PENALTY** : IIT Indore may impose penalty of maximum 1% of the total cost of the work order to the contractor for non compliance of any work / non submission of required documents.
26. **SUSPENSION**: - IIT Indore may by written notice of suspension to the contractor, suspend all payments to contractor hereunder if the contractor fails to perform any of its obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the contractor to remedy such failure within the period not exceeding fifteen (15) days, after such notice of suspension.



- 27. TERMINATION:** - Termination to the contractor may be given after the occurrence of any of the events specified below:
- If the contractor fails to remedy a failure in the performance of their obligations.
 - If the contractor fails to comply with any final decision reached as a result of arbitration proceedings.
 - If the IITI, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
 - If the contractor, in the judgment of the IITI has engaged in corrupt or fraudulent practices in executing the contract.
 - In case the contract is terminated, the balance amount of fee if any, paid earlier (advance) shall be paid back by the contractor to IITI within thirty days of termination letter, failing which the same shall be recovered by encashing the existing performance bank guarantee/security deposit submitted by contractor.
- 28.** Approval of the statutory bodies like CEA/ local bodies and shall be deemed to be included in the contract. The contractor shall notify IIT Indore in writing about such approvals to be taken and inform the compliance of the same. The fees paid to the CEA/ local bodies as per the challan will be reimbursed to the contractor by IIT Indore. The original challan and approvals shall be handed over to IIT Indore.
- 29.** The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor.
- 30.** The contractor shall at his own cost, if required, take necessary insurance cover up to the handing over in respect of the aforesaid services rendered to IIT Indore and shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/ regulations and/ or statutes that may be applicable to them. The contractor shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
- 31.** Contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labor Laws including the provisions of Contract Labor (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, IIT Indore, a sum as may be claimed by IIT Indore.



32. Contractor shall be deposit 3% of the contract value along with the acceptance of contract as performance bank guarantee (format for performance bank guarantee will be provided to the successful bidder) to IIT Indore and this will be refunded after the successful completion of the contract. The validity of the performance bank guarantee should be beyond 180 days of warranty/defect liability period.
33. Contractor shall keep the IIT Indore indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIT Indore is made party and is supposed to contest the case, the IIT Indore will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to IIT Indore on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIT Indore in this respect of any nature whatsoever and shall keep IIT Indore indemnified in this respect.
34. No accommodation & transportation facility will be provided by the IIT Indore.
35. **PAYMENT:** - Payment will be made as per **clause 1 of commercial conditions** after satisfactory completion of work/services and on presentation of bill. No advance payment will be made. Income tax and all other statutory tax deduction at source as per the rules in force will be deducted from the bill.
GST: - The amount of GST, if any, charged by the contractor from the Institute on account of the services rendered by him, will be reimbursed on submission of the copy of challan.
36. Institute reserves the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/ increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
37. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, IIT Indore & his decision will be final and binding to the contractor.
38. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
39. **JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Indore, India only.

Place:

Name:



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore

*Infrastructure
Development
Office*

Date:

Signature



BRIEF PARTICULARS OF THE WORK

COMMERCIAL AND ADDITIONAL CONDITIONS

GENERAL:

1. **This specification covers** “Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.”

Location: The work is to be executed in the premises of IIT, Indore.

These conditions are intended to amplify the General Conditions of Contract, and shall be read in conjunction with the same. For any discrepancy between the General Conditions and these Special Conditions, the more stringent shall apply.

The Agency shall submit the detailed drawings in duplicate supplied with all components of work (civil, Architectural, structural, electrical & mechanical) within 05 days after award of work. The department will scrutinize the drawings and will be returned to the agency suggesting any alteration, deviation and modifications etc. The agency should submit 3 copies of the same to respective offices for final approval and distribution to various offices concerned.

These additional specifications are to be read in conjunction with the specifications given in the tender. In case any item/ items or part thereof are not covered under these specifications, the same shall be carried out as per relevant part of the CPWD General Specification for Electrical Works Part-I Internal -2016, Part –II External -2005 amended up to dates, relevant electricity act BIS/IEC and as per direction of Engineer –in - Charge. These additional specifications are to be read in conjunction with above and in case of variations- specifications given in this additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work. In case of discrepancy among the specifications/conditions as mentioned above the precedence given in general condition of contract shall be followed.

The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.

No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

COMMERCIAL CONDITIONS:

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contact.

Submission and opening of Tenders:

- (i) The tender shall be submitted through e-tendering online.



(ii) The tenderers are advised not to deviate from the technical specifications / items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation.

The Eligibility documents will be uploaded electronically which shall be comprised of the following:

- i) Documents meeting eligibility criterion given in the “INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE”.

The price bid will be opened through e-tendering only, at the defined time and date of only those firms who are eligible.

Firms should clearly note that price bids with any condition including that of conditional rebates shall be rejected forthwith.

The department reserves the right to reject any or all the price bids and call for fresh prices /tenders as the case may be without assigning any reason.

1. Payment

Following payment terms shall be applicable.

a) No advance payment shall be made.

b) Payment will be made after satisfactory completion of work or services and on presentation of bill. No advance payment will be made. Income tax and all other statutory tax deduction at source as per the rules in force will be deducted from the bill and the amount so deducted will be credited to the Income tax authority and a certificate of the amount credit will be issued by the Account Section of Institute.

Deduction of security deposit from above shall be governed by standard/ relevant clause of the CPWD 7/8.

For other items, the terms of payment will be decided by the Engineer- In-Charge and shall be binding on the contractor.

2. Termination for Insolvency

The Department may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

3. Termination on account of willful misrepresentation

The contract is liable to be terminated if at any stage it is found that the contract was obtained by willful misrepresentation in terms of documents or undertakings by the contractor.

4. Settlement of Disputes



If any dispute or difference of any kind whatsoever shall arise between the Department and the Contractor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- a. If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Department or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the contract.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the GCC.
 - i. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - ii. The Department shall pay the Contractor any monies due the Contractor for the part of work which is not under dispute.

5. Limitation of liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- i. The Contractor shall not be liable to the Department, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Department and
- ii. The aggregate liability of the Contractor to the Department, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

6. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

7. Applicable Law The applicable laws shall be that of Union of India



Notices

Any notices given by one party to the other pursuant to this Contract shall be sent to other party in writing or by E-mail, tele-fax, or facsimile and confirmed in writing to the other party's address as below:

The Maintenance in Charge

**IIT Indore, Infrastructure Development Office,
Indore.**

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. Rates

The rate quoted by bidder, shall be firm and inclusive of all taxes (including GST etc.), duties and levies and all charges for packing, forwarding insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risks, overhead charges, general liabilities/obligation etc. A certificate of TDS shall be issued by the department to the contractor. The tendered rates must be inclusive of all such taxes.

Taxes and Duties

- a. A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted Goods to the Department.
- b. Income Tax, GST, labor cess & other statutory deduction etc. shall be made at source as per the prevalent laws. The deductions of security deposit, income- Tax, etc. shall be done after calculation of the above due payments as per clauses and net payment shall be reduced accordingly.
- c. Contractor will be entirely responsible for all taxes, stamp duties, license fees, etc and other such levies imposed outside India, custom duties, as well as for taxes and levies to be charged in connection with supplies made from India and services performed in India, and the Department shall pay all the customs duties and import taxes in consequence of the importation of the goods.
- d. Contractors will be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc in connection with delivery of goods at site including incidental services and commissioning. Price bid submitted by the Contractor shall include all taxes in the contract price. No 'C' / 'D' form shall be issued by the Department
- e. Income / Corporate Taxes in India:
 - i. The Contractor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Contractor shall include all such taxes in the contract price.
 - ii. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Department shall effect such deductions from the payment due to the Contractor. The remittance of amounts so deducted and issuance of certificate for



such deductions shall be made by the Department as per the laws and regulations in force. Nothing in the Contract, shall relieve the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor in respect of this contract.

- iii. The Contractor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

iv. **CONTRACTOR INTEGRITY:**

The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of -the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

9. SECURITY DEPOSIT:

Security Deposit shall be deducted from each running bill and the final bill to the extent of 2.5% of the gross amount payable subject to a maximum amount of 2.5% of the tendered value as per clause 17 of GCC. This is against defect liability period/warranty period of one year.

10. PERFORMANCE GUARANTEE:

The successful tenderer shall submit an irrevocable performance guarantee of 3% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 10 days of issued of letter of acceptance of tender. This guarantee shall be in the form of Demand draft/Pay order or irrevocable bank guarantee bond of any scheduled bank or the State bank of India in the specified format or in the form of Government security, fixed deposit receipt pledged in favor of Registrar/Executive Engineer or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to stipulated date of defect liability period/warranty period plus 180 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority. This guarantee shall be submitting directly through the bank.

11. CONTRACTOR'S OBLIGATIONS:

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost- whether specifically indicated in the schedule of work or not: -

- i) Complete AC/DC wiring
- ii) Making good all damages caused to the structure during installation and restoring the



- same to their original finish.
- iii) Minor building work necessary for installation of equipments, making opening in the wall/floors/slabs/tables or modifications in the existing openings wherever provided and restoring the same to their original condition/ finish and necessary grouting etc. as required. Opening in the slab/retaining walls/brick wall etc. shall be made by means of core cutting machines only.
 - iv) Sealing of all floor slab/wall openings provided by the Department or made by the contractor for laying cables from fire safety points of view.
 - v) Suspenders, brackets and floor/wall supports for suspending/supporting cable tray, cables etc.
 - vi) Removal & disposal of the all the malba/ debris occurs during the execution of work from the site.
 - vii) The Contractor is obliged to work closely with the Departments staff, act within its own authority and abide by directives issued by the Department and implementation activities.
 - viii) The Contractor will abide by the job safety measures prevalent in India and will free the Department from all demands or responsibilities arising from accidents or loss of life the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Department responsible or obligated.
 - ix) The Contractor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The Contractor will treat as confidential all data and information about the Department, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department.

12. PATENT RIGHTS (Clause 6):

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Department's country, the Contractor shall act expeditiously to extinguish such claim. If the Contractor fails to comply and the Department is required to pay compensation to a third party resulting from such infringement, the Contractor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Department will give notice to the Contractor of such claim, if it is made, without delay.

13. Safety Codes and Labor Regulations

- i) In respect of all labor employed directly or indirectly on the work for the performance of contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provision, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 2000/- for each violation. In addition, the Engineer-in-charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.
- ii) The contractor shall provide necessary barriers, signals and other safety measures while executing the installation or wherever necessary so as to avoid accident. He shall also indemnify Department against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising their form during the execution of work. The contractor shall also provide all insurance including third party insurance as may



be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

14. Power Supply

- i. Power supply shall be provided by the department if available to contractor at one point for installation at site suitable for 5 KW load. Termination switchgears with energy meter however, shall be provided by the contractor. Further extension if required shall be done by the contractor. For final system commissioning & handing over, power supply of 3 Phase, 415 volts, or 1Phase, 230 V, 50 Hz as applicable shall be made available in the control room(s) of the respective systems. The recovery of electricity so consumed shall be made from their bill as per tariff in force.
- ii. The contractor shall not use the power supply for any other purpose than that for which it is intended for. No major fabrication work shall be done at site. Power supply shall be used only for welding/ cutting works. Power supply shall be disconnected in case of such defaults and the contractor shall then have to arrange required power supply at his cost.

15. Water Supply

The water supply for testing and commissioning of the complete installation shall be made available by the Department as per applicable tariff/rate to the contractor.

16. Machinery for Erection

All tools and tackles required for unloading/ handling of equipments and materials at site, their assembly, erection, testing and commissioning shall be the responsibility of the contractor.

17. Compliance with Regulations and Indian Standards:

- i. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:
 - a. Factories Act.
 - b. Indian Electricity Rules.
 - c. B.I.S. & other standards as applicable.
 - d. Workmen's compensation Act.
 - e. Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.
- ii. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- iii. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labor employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 500/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

18. Co-ordination with other Agencies

The contractor during the execution of the works shall co-ordinate with other agencies



associated work with the project and shall work in harmony with them without causing any hindrance or obstruction on the progress of work in any way.

19. Mobilization Advance:

No mobilization advance shall be paid for this work.

20. Insurance and Storage:

All consignments are to be duly insured up to the destination from manufacturer's place/warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

21. VARIATION IN QUANTITY:

Quantities shown against each item of work or supply are tentative which may vary on either side (plus or minus). The contractor should ensure from the Engineer-in-charge the actual quantity required/ to be used/ to be supplied before bringing the materials at site. In case the actual quantity of material required at the site is less than the stipulated quantity, the contractor cannot claim to supply entire quantity stipulated in the schedule of quantities of work as well as cannot demand for payment thereof. The contractor shall therefore, be very careful about the quantity of materials to be supplied /brought at site. The decision of the Engineer-in-charge in this regard shall be final and binding on the part of the contractor.

22. Quality of Materials and Workmanship

- i) The components of the installation shall be such design so as to satisfactorily function under all conditions of operation.
- ii) The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.
- iii) All equipments and material to be used in work shall be manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.
- iv) All equipments and materials to be used in the work shall be brand new having its date of manufacturing not more than 6 months old from the date of delivery at site with manufacturer's certificates, warrantee cards, technical catalogues, instructions, manuals and wiring diagrams, drawings etc.
- v) In order to ensure genuineness of equipments/materials, copy of invoice of each equipments/materials, custom clearance paper in case of imported materials duly authenticated by bidder shall be invariably produce to engineer-in-charge.

23. Care of the Building

Care shall be taken by the contractor during execution of the work to avoid damage to the building. Care shall also be taken by the contractor to avoid the damage to any of these existing service/service lines, any part of the building etc. If any damage is caused to any of the existing services/service lines, or any part of the building the same shall be repaired/rectified and made functional or restored so its original finish by the contractor immediately at his own expenses failing which the same shall be repaired/ rectified and made functional by department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding. He shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.

24. After Sales Services

The contractor shall ensure adequate and prompt after sales service free of cost during



guarantee period, and against payment after guarantee period is over, in the form of maintenance, spares and personal as and when required during normal life span of the equipments and shall minimize the breakdown period. In case of equipment supplied by other manufacturers, the firm shall submit the guarantee from manufacturer for the same before the entire installation is taken over.

25. Liaisoning and Co-operation with other agencies:

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the operation and maintenance of the building so as to make the execution of this works contract smooth. If any unreasonable hindrance is caused to other agencies / damage is caused to the existing installation resulting in loss of work or disruption in services during the course of work, such expenditure incurred upon restoration and loss of work shall be recovered from the successful tenderer. Water proofing of pits shall not be damaged under any circumstances.

26. All the debris due to the works shall be cleared every now and then and site shall be kept clean by the contractor at all times.
27. The electrical work shall be carried out according to the drawing & schedule supplied subject to change if any made by the Engineer –in –charge.
28. Termination of wires/cables shall be crimped properly with copper/aluminum lugs connection. All the stranded wires must be terminated to the boards/ MCB's etc. through suitable lugs by crimping for which no extra payment will be made.
29. Proper sleeving should be provided to the bare earth conductor for which no extra payment will be made.
30. All chases, holes, recess etc. for conduits and other allied work shall be done to the original finish as per requirement without any additional cost.
31. Bad - workman ship is liable to be rejected in total.
32. The contractor or his authorized representative will have to sign the site order book and comply with the remarks therein every now and then.
33. Contractor has to follow the local security/safety rules and regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security/restricted zones, and no claim on account of the loss of labor/ idle labor will be entertained.
34. All repairs and patch works shall be neatly carried out to match with the original finish by the contractor to the entire satisfaction of the Engineer -in-Charge.
35. The agency has to obtained approval of the department/Engineer-in-Charge to the drawings & more subsequent changes, additions, deviations etc. as required without extra charge.
36. No quantity deviation is permitted without written approval of the competent authority. Permissible deviation shall be sanctioned by the competent authority as per the



agreement. Deviation beyond permissible limits shall be sanctioned by the competent authority as per the prevailing Local Market Rates only and the decision of the department is final and binding on the contractor.

37. The quantities given in schedule of work for all the items are tentative. The work shall be carried out as per actual requirement and as approved by the Engineer -in – Charge.
38. All statutory / Mandatory recoveries enforce and as notified by competent authority from time to time shall be recovered from the bills of the agency.
39. Contractor should submit completion plan and certificate along with final bill, failing which 2.5% of value of work, subject to a ceiling of Rs. 15,000/- will be deducted from the bills or the final bill shall not be paid. Decision of Engineer-in-charge shall be final and binding in this regard. However, the completion plan is not necessary for maintenance contractors and this recovery condition shall not be applicable.
40. The Contractor has to make his own arrangement for the safety of his workman. Department shall not be responsible in case of any accident taking place during the work.
41. All the staff engaged by the contractor shall be purely his liability and department in no way shall be responsible for any compensation for any of their acts/ accidents. In case any accident occurs during the execution of the work leading to injuries, damages to human being equipment and or loss of life, the contractor shall be fully responsible for setting all claims and indemnity the department against any claims arising out of such accident.
42. **2.5% of Bill Amount will be deducted as Security Deposit for Warrantee period of One year and which will be released after successful completion of warrantee period.**

LOCATION / SITE DETAILS

- | | |
|---|----------------------------------|
| 1 Address of site | IIT Indore |
| 2 Location | Simrol, Indore (Madhya Pradesh.) |
| 3 Ambient temperature | 42 °C max., 10 °C min, |
| 4. Latitude - 22.52°N,
Longitude - 75.92°E | |

CONTRACTORS ARE ADVISED TO VISIT THE SITE BEFORE QUOTING THE RATES. OTHERWISE IT WILL BE ASSUMED THAT THE PARTY HAS ALREADY VISITED THE SITE BEFORE QUOTING THE TENDER. AN UNDERTAKING SHOULD BE FURNISHED IN ACCORDANCE WITH ANNEXURE ENCLOSED.



PART -II

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (as per PWD.3)

As per enclosed BOQ.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
---- Nil ----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No	Description	Hire charges per day	Place of Issue
1	2	3	4
---- Nil ----			

SCHEDULE 'D' Extra schedule for specific requirements/ document for the work, if any.	NIL
SCHEDULE 'E' Reference to General Conditions of contract.	GCC for Central PWD Works, 2014 incorporating amendment up to last date of submission of tender.
Name of Work	"Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore".
Estimated cost of work	Rs. 8,72,000/-
Earnest money	Deleted
Performance guarantee	3% of tendered value
Security deposit	2.5% of billing value (from bill)
SCHEDULE 'F'	
GENERAL RULES & DIRECTIONS: Officer inviting tender	Maintenance In-Charge , IIT Indore
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3:	See under Clause 12
Definitions:	



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2(v) Engineer-in-Charge	Maintenance In-Charge, IIT Indore
2(viii) Accepting Authority	Director, IIT Indore
2(x) Percentage on cost of materials and labor to cover all overheads and profits:	15%
2(xi) Standard Schedule of Rates	Market rates.
2(xii) Department	Infrastructure Development Office
9(ii) Standard CPWD Contract Form	General Conditions of Contract for Central PWD Works 2014 incorporating amendments up to last date of submission of tender.
Clause 1	
(i) Time allowed for submission of performance guarantee, programme chart (time and progress) and applicable labor licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	As per Part-A
(ii) Maximum allowable extension with late fee at 0.1% per day of performance guarantee amount beyond the period provided in (i) above	As per Part-A
Clause 2	
Authority for fixing compensation under clause 2	Director IIT Indore
Clause 5	
Number of days from the date of issue of letter of acceptance for reckoning date of start	As per Part-A

Table of Mile stone(s)

Mile stone No.	Description of Mile stone	Time allowed from date of start (Month)	Amount to be withheld in case of non achievement of milestone
----------------	---------------------------	---	---

As per Part-A

Note : The withhold milestone will only be released when subsequent milestone is achieved within the specified time.

Time allowed for execution of work	60 days
Authority to decide:	
(i) Extension of time	Dean, Infrastructure Development, IIT Indore
(ii) Rescheduling of mile stones	Maintenance In-Charge



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(iii)	Shifting of date of start in case of delay in handing over of site	Maintenance In-Charge
Schedule of handing over of site		Site is already available for handing over

Schedule of issue of Designs	Deleted.
-------------------------------------	----------

Clause 5.2 Nature of Hindrance Register (either Physical or Electronic)	Physical
---	----------

Clause 5.4 Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days	
--	--

Clause 6, 6A Clause applicable - (6 or 6A)	As per Part-A
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Clause 7	
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Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Deleted.
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Clause 7A Whether Clause 7A shall be applicable	As per Part-A
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Clause 8B	
------------------	--

(i) This shall not apply for maintenance or up gradation contracts not involving any services.

(ii) For other works, the limit shall be as below:

	SI No.	Contract Value	Limit (Rupees)
	I.	Less than or equal to Rs 1 Crore	2000
	II.	More than Rs 1 Crore but less than or equal to Rs 5 Crores	5000
	III.	More than Rs 5 Crore but less than or equal to Rs 20 Crores	25000
	IV.	More than Rs 20 Crores	50000

Clause 10A List of testing equipment to be provided by the contractor at site lab. As per directions of Engineer-in-charge.	
--	--

CLAUSE- 2A Incentive for Early Completion:- Not Applicable

CLAUSE- 8A Contractor to Keep Site Clean :- Applicable

CLAUSE- 9A Payment of Contractor's Bills to Banks :- Deleted

CLAUSE- 10 B Secured Advance on Non-Perishable Materials:- DELETED

CLAUSE-10B Mobilization Advances: DELETED
Plant Machinery & Shuttering Material Advance :- DELETED



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Interest and Recovery:-

DELETED

CLAUSE10-C

Payment on Account of Increase in Prices / Wages due to Statutory Order(s)

:-

DELETED

CLAUSE- 10CA

Payment due to Variation in Prices of Materials after receipt of tender:- DELETED

CLAUSE- 10 CC

Payment due to Increase / Decrease in Prices / Wages after Receipt of Tender for Works - DELETED

Clause 12

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work

30%

Clause 16

Competent Authority for deciding reduced rates

Maintenance In-charge

Clause 19L Not applicable

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman – Dean, Infrastructure Development

Member - Maintenance In-charge

Member - Senior Engineer (Electrical)



PART -III

Scope/Technical Specifications / Detailed description for schedule of works

Name of work: Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.

- (i) Removal of all solar PV modules (approximately 265 nos.), cable and mounting structure along with ribbit from metal roof.
- (ii) Shifting of solar PV modules, cables and mounting structure to the Water treatment plant and Main receiving substation roof.
- (iii) Reinstallation, commissioning, & testing of 85 KW solar power plant at WTP and MRS building roof at IIT Indore.
- (iv) Removal, shifting and installation of invertors and AC DBs
- (v) Interconnection of solar PV modules on module mounting structure.
- (vi) Cabling from module array to inverter.
- (vii) Cabling from inverter to AC DB.
- (viii) Cabling from AC DB to distribution panels.
- (ix) Six chemical Earthings with 3 meter copper electrode dia 38mm and GI strip of 25mm X 5 mm for two invertors.
- (x) Civil foundation work along with J bolt.
- (xi) In house materials shifting and lifting carefully.
- (xii) DC cable will be providing by the contractors if required extra.
- (xiii) AC cable will be providing by the contractors if required extra.
- (xiv) All the civil and electrical works and materials which are required to complete the work successfully is in the contractor scope.



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PART-IV

TECHNICAL BID



(A) List of Documents to be submitted within the period of bid submission:

- (a) Bid Security Declaration in the given format.
- (b) Certificate of Registration for GST.
- (c) Certificate of Registration for EPF.
- (d) Certificate of Registration for ESIC.
- (e) Certificate of Registration for PAN Card.
- (f) Certificate of Registration for company/firm.
- (g) Certificate of Registration for Building & other construction works (BOCW).
- (h) Certificate of Registration for labor license.
- (i) Valid 'A' or 'B' class electrical contractor's license issued from Govt. of M.P. or Govt. of India.
- (j) Duly signed & stamped of complete downloaded tender document.

(B) Data Sheets to be filled up by the Tenderers/ Bidders

Sl. no.	Information	Format of submission	Compliance
1	Obligation / Compliance To Be Insured By Contractor	Annexure- "A"	Yes/No
2	Tax	Annexure- "B"	Yes/No



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3	Indemnity by contractor	Annexure- "C"	Yes/No
4	Joint Venture Details (if applicable)	Annexure- "D"	Yes/No
5	Certificate in prescribed format	Annexure- "E"	Yes/No
6	Letter of Transmittal	Annexure- "F"	Yes/No

Note:

- 1 If necessary, additional sheets may be added to the forms.
2. Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form # Attachment 2 to Form #. etc.



Annexure- “A”

Obligation/Compliance to be insured by Contractor

Sr. No.	Items	Compliance of Contractor to be filled by Contractor	
		YES	NO
1	Registration		
2	Compliance of provisions of Child Labor Act, and Workmen compensation Act		
3	To ensure treatment in case of accident / injuries suffered in Performance of work including wages and compensation under WC Act.		
4	Send accident report to Regional Labor Commissioner (RLC)		

Annexure –“B” TAX

Attach copy of current last three years' income tax returns details.



Annexure- "C" INDEMNITY

(To be filled by Contractor)

I on behalf of M/s hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s..... will follow all safety rules and procedures. I declare that I M/s will be responsible for any safety violations/ accident etc. IIT Indore will not be responsible in case of any accident / incident and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s.....

..... for giving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/Seal of the Indemnifier /Contractor



Annexure- "E"

CERTIFICATE

(to be provided on letter head of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that the above information is true and correct. In every respect and in any case at a later date, if it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Place:

Signature of Contractor



Annexure-“F”

LETTER OF TRANSMITTAL

From:

To

The Maintenance in Charge,
IIT Indore (MP).

Name of work: - “Dismantling (Removing), shifting, reinstallation, commissioning, & testing of 85 KW solar plant of SIC building to WTP and MRS building roof at IIT Indore.”

Sir,

Having examined the details given in Press Notice and bid documents for the above work, I/we hereby submit the relevant information.

1. I / we hereby certify that all the statements made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / we submit the requisite certified solvency certificate and authorize Maintenance in charge, IIT Indore to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I / we also authorize Maintenance in charge, IIT Indore to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I / we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work

Certificate from

- | | | |
|----|-------|-------|
| 1. | | |
| 2. | | |
| 3. | | |

CERTIFICATE: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me / us found to be incorrect.

Enclosures:-

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)



(C) Data Sheets to be filled up by the Tenderers/ Bidders

Sl. no.	Information	Format of submission	Compliance
1	Financial Information	Form - "A"	Yes/No
2	Solvency Certificate	Form - "B"	Yes/No
3	Experience of Similar Nature of Works	Form - "C"	Yes/No
4	Performance Reports of above referred works in Form 'C'	Form - "D"	Yes/No
5	Structure & Organization details	Form - "E"	Yes/No
6	List of the projects under execution or awarded	Form - "F"	Yes/No
7	Bid Security Declaration	Form - "G"	Yes/No
8	Compliance Sheet	Form - "H"	Yes/No



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FORM 'A'

FINANCIAL INFORMATION

- I Financial Analysis - Details to be furnished duly supported by figures in balance sheet / profit & loss account (after tax) for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Year	15-16	16-17	17-18	18-19	19-20
Gross Annual turnover on construction works					
Profit/Loss					

- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal.

SIGNATURE OF BIDDER(S)



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Solvency Certificate from Bankers of bidders in the prescribed Form “B”.

FORM ‘B’

FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s / Shri..... having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officer.

(Signature)
For the Bank

Note (1) Bankers certificates should be on letter head of the Bank, addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



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FORM 'C'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/in progress with details*	Name and address / telephone Number of officer to whom reference may be made	Whether the work was done on back to back basis— Yes/No
1	2	3	4	5	6	7	8	9	10

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

Signature of bidder(s)



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FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location :
2. Agreement no. :
3. Estimated cost :
4. Tendered cost :
5. Date of start :
6. Date of completion
(i) Stipulated date of completion :
(ii) Actual date of completion :
7. (a) Whether case of levy of compensation
for delay has been decided or not? : Yes / No
(b) If decided, amount of compensation levied
for delayed completion, if any. :
8. Performance Report
(1) Quality of work : Outstanding/Very
Good/Good/Poor
(2) Financial soundness : Outstanding/Very
Good/Good/Poor
(3) Technical Proficiency : Outstanding/Very
Good/Good/Poor
(4) Resourcefulness : Outstanding/Very
Good/Good/Poor
(5) General Behavior : Outstanding/Very
good/Good/Poor

Dated:

Executive Engineer or Equivalent



FORM 'E'
STRUCTURE & ORGANISATION

- 1 Name & address of the bidder
- 2 Telephone no./Telex no./Fax no.
- 3 Legal status of the bidder (attach copies of original document defining the legal status) :
 - i. An Individual
 - ii. A proprietary firm
 - iii. A firm in partnership
 - iv. A limited company or Corporation
- 4 Particulars of registration with various Government Bodies (attach attested photocopy)
Organization /Place of registration/Registration No.
 - 1.
 - 2.
 - 3.
- 5 Names and titles of Directors& Officers with designation to be concerned with this work.
- 6 Designation of individuals authorized to act for the organization
- 7 Has the bidder or any constituent partner in case of partnership firm, Limited Company /Joint Venture ever were convicted by the court of law? If so, give details.
- 8 In which field of E&M Engineering construction the tenderer has specialization and interest.
- 9 Any other information considered necessary but not included above.

Signature of bidder(s)



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FORM 'F'

List of the projects under execution or awarded

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof.	Name and address / telephone Number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of bidder(s)



FORM 'G'

Bid Security Declaration
(To be signed by bidders in lieu of EMD on Company's Letter Head)

To,
Registrar
IIT Indore

This Bid Securing Declaration is made by
(Authorized signatory) on behalf of (Company
Name) as part of fulfillment of Bid Submission in lieu of Earnest Money Deposit (EMD).

This Bid Securing Declaration is made accepting that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, we will be liable for suspension for a period of two years from being eligible to submit Bids for contract with IIT Indore.

Date:

Place:

(Signature of Authorized Person)
With Company Seal



FORM 'H'

Sr. No.	Description	Compliance	Remarks
1	Name of the Contractor/Agency		
2	Address & Contact number		
3	Name of person, who has signed the tender		
4	Bid Security Declaration (copy should be attached)	YES/NO	
5	GST Registration number (copy should be attached)	YES/NO	
6	EPF registration number (copy should be attached)	YES/NO	
7	ESIC registration number (copy should be attached)	YES/NO	
8	Permanent Account Number (copy should be attached)	YES/NO	
9	Company/Firm Registration Number (copy should be attached)	YES/NO	
10	Building & other construction works (BOCW) Registration (copy should be attached)	YES/NO	
11	Labour License Registration (copy should be attached)	YES/NO	
12	Valid "A" or "B" Class Electrical Contractor license. (copy should be attached)	YES/NO	
13	Duly signed & stamped of complete downloaded tender document. (copy should be attached)	YES/NO	



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PART-V

FINANCIAL BID



BOQ

Proforma for Quoting the Rates

NIT No.: IITI/IDO/Maint./SIC/Solar/2021-22

March 17, 2021

The total Amount is: -

Sr.No.	Nature of work	Quantity	Unit	Amount in Rs. (inclusive of GST and all taxes)
1	Dismantling (Removing), shifting of 85 KW solar power plant including mounting structure AC DB, DC DB, inverters and cabling from metal roof of SIC building.	1	Job(lot)	
2	Reinstallation, commissioning, & testing of 85 KW solar power plant including mounting structure at WTP and MRS building roof.	1	Job(lot)	
	Grand Total in Rs.			

Seal & Sign of bidder