

- 1.2.14. **Firm Price: Bidder's quoted Rates/Prices for executing the activities under the Contract shall remain firm till completion of the entire work & shall not attract any escalation under any circumstances whatsoever.**
- 1.2.15. If any information furnished by the bidder is found as false / fabricated, then his bid will be rejected and treated as cancelled. Even if such manipulation is detected at any stage after signing of the contract, it would lead to termination of the contract besides enforcing actions as mentioned in the Bid Security Declaration Form (Annexure-III) and liabilities towards prosecution. In such cases the bidder will be debarred from participation in future tendering process in IITKGP for next 05 (Five) years.
- 1.2.16. **Earnest Money Deposit (EMD)** of requisite amount and that in prescribed mode or proof of payment thereof shall be enclosed with the Technical Bid explained in following section. **Vendors with MSME/NSIC are waived from payments of EMD.**
- 1.2.17. **Refund / Conversion of Earnest Money Deposit:** The Earnest Money received shall be refunded to the unsuccessful bidders without any interest after the opening of financial bids. The Earnest Money Deposit of successful bidder shall be retained and converted into part of Security Deposit.
- 1.2.18. **Forfeiture of Earnest Money Deposit:** Earnest Money Deposit will be forfeited in any of the following cases:
- The bidder withdraws / modifies his tender during the period of Bid Validity.
  - The bidder, in case of tie between lowest bids, refuse to submit revised offer.
  - The bidder does not accept the correction of arithmetical errors of his tender.

### **Tender Document**

Sealed quotations on item rate basis are invited by Sr. EE (EW) from enlisted and approved contractors of IIT Kharagpur /CPWD/MES/WBPWD/Kharagpur municipality and Other bonafide contractors having valid GST, PAN and updated contractor license

The work to be completed within **30 days** from the date of acceptance of work order placed by IIT Kharagpur

- The Bidders are required to complete quotation, quote rate as per the schedule of quantities and sign on each page of tender documents before submission. The quotation will not be accepted other than our format. The completed set is to be enclosed in a sealed envelope addressed to:

**Sr. Executive Engineer (EW).  
Indian Institute of Technology, Kharagpur  
Kharagpur -721302 (WB)**

**Tenders will be received up to 11.00 AM on 24.02.2023** with all necessary documents i.e. GST, PAN and contractor license in the office of Estate (E & M), Old Building, IIT Kharagpur.

**Agency has to submit the self-attested copy of the documents .Without these documents tender will not be accepted.**

- No tender will be received after the expiry of the date and time notified for receiving tenders under any circumstances whatsoever.
- The tender will be opened at 11.30 AM on 24.02.2023** at above address in the presence of authorized representative of Bidder and Tender opening committee of IIT Kharagpur
- Tender shall remain valid for acceptance for a period of 120 days from the notified last date of tender submission.
- The price should be for the complete finished item of work and include all labour charges, material, taxes, overhead, duties, cess etc. **Earnest Money, amounting to Rs. 1897/- (Rupees One Thousand Eight Hundred Ninety seven only)** in Demand Draft in favour of "Indian Institute of Technology Kharagpur" payable at Kharagpur must accompany each tender and each tender is to be in a sealed cover super scribed with **"Supply, Installation, Testing and Commissioning of Solar PV Module of 275 Wp 60 cells Polycrystalline in existing solar plant installed at RK hall IIT Kharagpur with following certification. IS-14286, IEC/IS61730 Part I & II, IEC 62804, 62716, 61701 and 61853"** and the NIQ No. IIT/E/E&M/2022-23/Qtn./47.



6. The price should be for the complete finished item of work and include all labour charges, material, taxes, overhead, duties, cess etc.
  7. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
  8. The Institute reserves the right to reject any or all bid without assigning any reason .If any information furnished by the applicant is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in IIT Kharagpur.
  9. The quantities given in BOQ against each items may vary i.e. increase or decrease as per site requirement, but rate will be firm.
  10. This tender notice shall form part of the contract documents.
  11. Penalty will be imposed against delay of work as per the Institute rule.
  12. The agency is fully responsible for the safety of working personnel and has to follow all government safety rules.
  13. All the Govt. labour rules, regulations and latest Indian Electricity Rule are followed by the contractor while executing the Electrical work.
  14. All statutory deduction will be deducted as per government rules.
  15. Rates quoted by the contractors in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures, and in word. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall be taken as correct.
  16. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words that the rate quote by the contractor in words should be taken as correct.
  17. Where the rate quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
  18. The Tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of tender or its consideration by the Purchaser, even though the Purchaser may elect to modify/withdraw the Invitation to Tender or does not accept the tender.
  19. Bidders are requested to witness the bid opening.
  20. Bids shall, first, be checked for **Earnest Money Deposit (EMD)**. Only those bids found to have duly submitted **Earnest Money Deposit (EMD)** shall be considered for evaluation.
  21. **Evaluation of Technical Bid:** The bids received will then be assessed on the eligibility criteria mentioned of Notice Inviting Tender. Bids found not meeting the eligibility criteria shall be considered non-responsive and shall be rejected summarily.
  22. IITKGP retains the right to revert back to individual bidders with further clarifications / queries on the Technical Bid. The bidder has to respond to the queries within the specified time mentioned in the covering letter.
- 1.2.19. EVALUATION OF Financial Bids:** The Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote. Financial Bids opened as above will be checked for arithmetical errors.
- 1.2.20. Letter of Award (Work Order)** shall be issued to the successful bidder only after receipt of the Program Schedule with specific Milestones to be achieved as to complete the work within the stipulated time limit, details of his Technical Staff to be deployed as per ANNEXURE-I, and complaint handling arrangement for the Defect Liability Period and Complaint Redressal Mechanism **as per following para.**
- 2.4.8 (a)** Contractor shall submit Complaint redressal arrangement with name & contact number of the contractor's authorized representative for the purpose.
- 1.2.21. Agreement (Contract)** consisting of complete tender document including conditions, bill of quantities, technical proposal and specialized services, drawings, if any, and acceptance thereof together with any

correspondence leading thereto, shall be drawn and signed with the awardee **within 10 days** of the Letter of Award.

1.2.22. **Date of start** of work shall be reckoned from **the 07<sup>th</sup> day** of the issue of the Work Order.

1.2.23. **Defect Liability Period (DLP):** In partial modification to clause no.16 of General Conditions of Contract (GCC), the Defect Liability Period shall be **12 months** after the certificate final or otherwise of its completion of work or till the final bill has been prepared.

### 1.3. COMPLAINT REDRESSAL MECHANISM

1.3.1. All maintenance complaints shall be got addressed by the contractor to the satisfaction of Engineer-in-charge within 3 days from the date of issuance of the "Job Card" from IIT Kharagpur.

1.3.2. Complaints requiring completion time more than 3 days shall be responded specifically by the contractor with the scheme, in consultation with Engineer-in-charge, and timeline for compliance, to the Engineer-in-charge within 3 days from the date of issuance of the "Job

1.3.3. Any complaint left unattended by the contractor beyond 3 days without specific reasons on record shall attract levy of penalty of Rs 50/- per complaint per day from 4th day to 7th day and Rs 100/- per complaint per day thereafter recoverable from dues to the contractor.

