



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](http://www.iiti.ac.in)



## TENDER DOCUMENT

FOR

**Annual Comprehensive Maintenance Contract of UPS at IIT Indore.**

**NIT No. - IITI/IDO/E/UPS/2023-2024/04**



## TENDER NOTICE

<b>INDIAN INSTITUTE OF TECHNOLOGY INDORE</b>	
<b>Notice Inviting Tender</b>	
The Maintenance in Charge IIT Indore invites online item rate tenders in two bid system on behalf of IIT Indore for following work(s):-	
<b>NIT No.:</b> IITI/IDO/E/UPS/2023-2024/04	April 15, 2024
<b>Name of Work:</b> Annual Comprehensive Maintenance Contract of UPS at IIT Indore.	
<b>Estimated Composite Cost :</b> Rs. 15,97,720/-	
<b>Earnest Money Deposit:</b> Rs. 31,954/- EMD to be submitted online through the link given below: <a href="https://forms.edugfix.com/indoreiit/add">https://forms.edugfix.com/indoreiit/add</a>	
<b>Time of Completion:</b> One Year ( 365 days)	
<b>Date of availability of tender document for download from 15/04/2024 to 25/04/2024 (3:00 P.M.) can be seen on website <a href="http://iiti.ac.in/tenders/tender">http://iiti.ac.in/tenders/tender</a>, and downloaded free of cost and shall be submitted online on central public procurement portal (CPPP)</b>	
<b>Pre-bid meeting is scheduled on 18/04/2024 at 11:00 A.M. at Maintenance Office, LG-12, Central Dining Hall, IIT Indore.</b>	
<b>Last date of submission of bids up to 3.00 P.M. of 25/04/2024.</b>	
<b>Time and date of opening of eligibility bid: 26/04/2024 at 3:30 P.M.</b>	



# INDIAN INSTITUTE OF TECHNOLOGY INDORE

SIMROL, KHANDWA ROAD, INDORE 453552

[www.iiti.ac.in](http://www.iiti.ac.in)

**TENDER FOR “Annual Comprehensive Maintenance Contract of UPS at IIT Indore.**

The Maintenance in Charge, IIT Indore on behalf of IIT Indore invites online item rate tenders for “Annual Comprehensive Maintenance Contract of UPS at IIT Indore.  
From reputed agency of electrical works:

**Name of Work** : “Annual Comprehensive Maintenance Contract of UPS at IIT Indore.

**Estimated Cost** : Rs. 15,97,720 /-

**Earnest Money** : Rs. 31,954 /-

EMD to be submitted online through the link given below:

<https://forms.eduqfix.com/indoreiit/add>



### Table of Contents of documents.

Tender documents consist of:

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The Tenderer shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required by the Tender Document or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of the Tender.

The several documents forming the contract are to be taken as mutually explanatory of one another, and Special Conditions are in preference to General Conditions.



### **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 obtain 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](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 /n Code /e Mudhra etc.),with their profile.
- 5) Only on 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 key words 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 Help desk.

### 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” are available to them to upload such documents. These documents may be directly submitted from the “My Space” are a while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

### SUBMISSION OF BIDS

1) Bidder should login to 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 colored (unprotected) cells with their respective financial quote 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 file name. 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 these cured 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 a symmetric 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 tenderer 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 Help desk.
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**GENERAL INSTRUCTIONS TO THE BIDDERS**

- 1.0 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.
- 2.0 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 website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3.0 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 anyone 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](http://www.eprocure.gov.in) CPP Portal Help**  
**Desk Toll Free No.:18002337315,**  
**180030702232**



#### 4.0 Scope of Tender:

Indian Institute of Technology, Indore (IITI) invites online item rate tenders for Annual Comprehensive Maintenance Contract of UPS at IIT Indore. The successful tenderer shall complete the works within the completion period specified in the Notice Inviting Tenders (NIT).

#### 5.0 Non-Association / Relation:

Should a contractor or a tenderer have a relative, employed in IITI or in case of partnership firm or company incorporated under the Indian company act, should a partner or relative of the partner or a share holder be employed in a responsible capacity in IITI, the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such a fact is suppressed at the time of tendering and comes to light at any time after acceptance of tender, the contract may be rescinded.

#### 6.0 Eligibility Criteria:

6.1. Registered with any government organization along with Grade 'A' Electrical Inspectorate Licence from Govt. of M.P. and should have executed similar nature of works during the last seven financial years ending with March 2023 as mentioned below.

One similar nature of work (Industrial) costing not less than Rs. 12,78,176.

or

Two similar nature of works (Industrial) costing not less than Rs. 9,58,632

or

Three similar nature of works (Industrial) costing not less than Rs. 6,39,088

#### Similar Works:

**“INSTALLATION / COMMISSIONING / TESTING / OPERATION / MAINTENANCE OF uninterrupted power supply (UPS) above 10 KVA to 60 KVA rating of ups .”**

6.2 Contractor should have been maintained an average annual turnover of Rs. 7,98,860 lacs during the last three financial years ending with March 2023 as per statement - I.

6.3 The tenderer should submit details of works completed during last 7 years with year ending on 31<sup>st</sup> march 2023 and works on hand as per the proforma available in tender document as per statement - II.



- 6.4. The tenderer shall furnish a copy of valid GST registration with commercial tax department.
- 6.5 The tenderer should furnish copy of permanent account number (PAN) and copy of current last 03 years latest income tax returns submitting along the proof of receipt.
- 6.6 Current solvency certificate minimum of Rs.6.40 lakhs (Rupees Six Lakh Forty Thousand) in original from a scheduled commercial bank. The certificate should not be more than 1 month old.
- 6.7 Details of works in hand and, yet to be completed as on the date of submission of the tender and works for which tender have been submitted are to be furnished as per statement – III.
- 7.0 The tenderer should furnish information on litigation history in which the tenderer is the petitioner as per the statement – VI.

**8.0 Cost of Tendering:** The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the IITI will in no case/way be responsible and liable for those costs.

The Tenderer, at the tenderer's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering a contract for "Annual Comprehensive maintenance contract of UPS at IIT Indore" and work execution at IITI, Indore. The costs of visiting the site shall be at the Tenderer's own expenses.

**9.0** The tenderer should submit the particulars in the format specified in the tender schedule.

**10.0** The Tenderer shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required by the Tender Document or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of the Tender.

The several documents forming the contract are to be taken as mutually explanatory of one another, and Special Conditions are in preference to General Conditions.

### **11.0 Amendment of Tendering Documents**



Before the deadline for submission of Tenders, the IITI may modify the Tender documents by issuing addenda. Any addendum thus published on Institute's website shall be part of the Tender documents.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the IITI may extend, if necessary, the deadline for submission of Tenders.

### **12.0 Period of validity of Tender**

The Tender shall remain valid for a period of 180 days after the last date of the submission of the tender. A Tender valid for a shorter period, may be rejected by the IITI.

### **13.0 Language of Tender:**

The document shall be written in English language. The total amount should be written in the same language.

### **14.0 Tender Submission:**

The Tender submitted by the Tenderer shall comprise of the following:

**Technical bid** comprising of :

- Eligibility Criteria Information
- Instructions to tenderers
- Each page of the tender documents duly sealed & signed by the authorized person of the firm/ company as token of acceptance. If any deviation is proposed by the tenderer the same must be clearly indicated and enclosed as deviation list but tenders with significant deviations list and merely enclosing tenderer's printed conditions or their own terms and conditions will make the tender liable for rejection.
- Specifications
- Receipt of earnest money deposit as laid in these instructions to tenderers.

**Price Bid** comprising of :

Price Schedule with prices (Both in words and in figures) strictly in accordance with the price schedule format of the tender document. Departure from the price schedule format may render the tender liable for rejection.

### **15.0 Tender Prices**

The contract shall be for the whole works as described in tender document based on the priced Schedule of Quantities submitted by the Tenderer.



The tender submitted on behalf of a Firm/Company, shall be signed by a person who has the proper legal authority on behalf of the Company to enter into the contract; otherwise, the tender is liable to be rejected. Each page of the tender document is required to be signed by the authorized person submitting the tender, affixing the Firm/company seal in token of their having examined and acquainted themselves with the contents of each page. The forms of tender are to be filled in completely. Any tender with any of the documents not duly signed is liable to be rejected.

The Tenderer shall fill in the rates for all items of the Works described in the Schedule of items. In case the rates are not filled for any of the Items of Schedule of items, in such cases the rate will be considered as zero and the contractor has to accept for the amount arrived based on zero rate for non-quoted items. Failure to comply with either of these conditions will make the tender liable for rejection and forfeiture of Earnest money.

The GST payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices. Tenderers must include in their rates, the cost of transportation of materials to site, GST rates under the HSN / SAC code should be included in price bid of BOQ. The taxes levied other than IT should be paid either directly by the contractor to the statutory authorities and challans/proof of payment with acknowledgement shall be provided by the contractor before release of the payment of next bill or shall be deducted at source. Contractor should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. IITI shall not be responsible for any accident or any untoward/unforeseen event involving workmen, labor, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Tenderer must be comprehensive and shall cover all associated risks (known and unknown) from any Government Insurance Company.

The rates quoted in the tender shall include cost of telephone rent and call charges, for execution of work at site, hire for any tools and tackles, shed for materials, marking out and transportation complete, cleaning the buildings and surroundings after execution of the total works and dumping the waste at designated place as directed by



the IITI in all respects. The rates quoted in the tender shall be treated as rates for finally completing the item of work.

The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to escalation or adjustment on any account even if the work is delayed due to unavoidable circumstances beyond the control of owner.

The calculations made by the tenderer should be based upon specifications of the items of work which are furnished in the Schedule of items, the items of work irrespective of the quantities which may vary shall be carried out at the same accepted tender rates and no escalation in the rates will be entertained whatsoever.

The tenderers must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper tender and for entering into a contract.

#### **16.0 Format and signing of Tender document.**

- a) The tenderer shall fill online tender for **“Annual Comprehensive Maintenance Contract of UPS at IIT Indore”**, which shall include Tender form duly signed by the tenderer on their letter head along with documents and priced BOQ document.
- b) The Tender shall contain no alterations or additions, except those to comply with instructions issued by the IITI, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender. ANY CONDITIONAL TENDER WILL BE SUMMARILY REJECTED.

#### **17.0 Clarification of Tenders**

To assist in the examination, evaluation, and comparison of Tenders, the IITI may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-Mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

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.



### **18.0 Examination of Tenders and Determination of Responsiveness :**

Prior to the detailed evaluation of Tenders, the IITI will determine whether each Tender

- (a) meets the eligibility criteria;
- (b) has been properly signed and meets the requirements.
- © is accompanied by the required securities and;
- (d) is substantially responsive to the requirements of the Tendering documents.

A substantially responsive Tender is one which confirms to all the terms, conditions, and specifications of the Tendering documents, without significant deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) which limits in any substantial way, the IITI rights or the Tenderers' obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

If a Tender is not substantially responsive, it will be rejected by the IITI, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

### **19.0 Correction of Errors**

Errors in the Schedule of Quantities shall be dealt with in the following manner:

In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be deemed to be correct.

In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.

### **20.0 Evaluation and Comparison of Tenders**

- a) The IITI will evaluate and compare only the Tenders determined to be eligible and substantially responsive as per tender condition.
- b) Lowest bidder (L1) will be decided based on the rate quoted by individual bidder on total estimated cost of tender, subjected to negotiation, if beyond acceptable limit.

### **21.0 Award criteria**

- a) The work will be awarded to the L1 bidder.
- b) The acceptance of Tender will rest with the IITI, which does not bind itself to



accept the lowest tender and reserves to itself the authority to reject completely / partially, any or all of the Tender/s received without the assignment of a reason.

c) The IITI reserves to itself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to supply / perform the same at the rate quoted.

d) The IITI reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work.

**22. Earnest Money Deposit (EMD):** Rs. 31,954 (Rs. Thirty One Thousand Nine Hundred and Fifty Four only) to be submitted online through the link given below:

<https://forms.eduqfix.com/indoreiit/add>

**NOTE:** As per GFR 2017 and CPWD office memorandum No. DG/MAN/Misc./10 dated 27-06-2017, MSME registration certificate is valid for exemption from EMD for procurement contract, said exemption cannot be extended to construction works.

**23.0 Notification of award:**

The successful Tenderer will be issued a Letter of Acceptance (LOA) / Purchase Order (PO) / Work order and the date of commencement of work will be as mentioned in the LOA or P.O. or W.O.

**24.0 Performance Bank Guarantee.**

The successful tenderer shall submit the performance bank guarantee for an amount equal to 5% of the tender amount in the form of Bank guarantee from nationalized bank within 15 days from issue of LOA/PO/ W.O. Bank guarantee is to be valid for a period after one year of the actual date of completion. This amount will be refunded after one year from the recorded completion certificate. This guarantee shall be submitted to A/C section IIT Indore directly through the bank.

Failure of the successful tender to make payment of performance guarantee shall constitute sufficient ground for the annulment of the award and forfeiture of EMD.

**25. 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.





**26.0 During Execution:**

The Contractor shall carry out all the work strictly in accordance with the specifications and instructions of the IITI. The Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the IITI. Rates for such items of work will be from actual prevailing market rates of similar items along with transport, tax, installation, testing, commissioning with 15% as contractor's profit & overhead. The rates approved by the IITI in such cases will be final.

The Contractor shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the IITI or their representative from time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the IITI. The decision of the IITI in such cases shall be final.

The Contractor shall not be entitled to any compensation suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The IITI shall not be liable for any sum besides the tender amount, subject to such variations as are provided for herein and as instructed by the IITI. However, the necessary time extension will be given if the delays are not attributed to the Contractor.

IIT Indore reserves the right to use the contractor's deputed staff for any electrical work inside the IITI campus, nothing extra shall be paid on account of this.

**27.0 Time Period Of Contract Engagement:**

This operation & maintenance contract will be valid for a period of one (01) year from the 2<sup>nd</sup> day of issue of the work order/service order. However, the contract may extend until next year on the same terms and conditions if the contractor's performance is found satisfactory. The performance would be evaluated by institute authorities before renewal of contract. Scope of work and cost of such extension may be mutually decided.



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**ARTICLES OF AGREEMENT**

Made at .....this.....day  
of.....2024

Between

Indian Institute of Technology Indore, Madhya Pradesh (hereinafter referred to as the IITI which expression shall include its heirs, Executors, Administrators & Assignees) of the one part

and

.....  
..... (Hereinafter referred to as the Contractor which expression shall include his heirs, Executors, Administrators & Assignees) of the other part

WHEREAS the IITI is desirous of carrying out “**Annual Comprehensive Maintenance Contract of UPS at IIT Indore**”, and the specifications and the priced Schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the Contractor has agreed to execute up to and subject to the conditions set forth herein (hereinafter referred to as “the work shown against each purchase order” and described in “the said Specifications” and the said “Priced Schedule of Quantities at the respective Rates mentioned in the Priced Schedule/ Purchase Order of Quantities attached.

And WHEREAS the Contractor has agreed to submit the performance guarantee to IITI for Rs. .... (Rupees.....Only) by him as performance guarantee for the due fulfillment of the contract to the satisfaction of the owner.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

(1) In consideration of the payments to be made to the Contractor as hereinafter provided he shall upon and subject to the conditions of contract execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the IITI and described in the Specifications and the said Priced Schedule of Quantities.

(2) The IITI shall pay the Contractor such sums as shall become due and payable



hereunder at the times and in the manner specified in the said conditions.

- (3) The tender agreement, documents and terms and conditions of NIT above mentioned shall form the basis of this Contract and the decision of the IITI as mentioned in the Conditions of the Contract in reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of the clauses of this agreement or any other document attached hereto shall be final and binding on both parties.
- (4) The IITI reserves the right of altering the drawing and nature of work and of adding to or omitting any items of work and of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice of this contract.
- (5) The said Contract comprises the work above mentioned and all subsidiary works connected there to within the same site as may be ordered to be done from time to time by the IITI even though such works may not be shown or described in the said specifications or the Priced Schedule of Quantities.
- (6) The said conditions shall be read and construed to be forming part of this agreement and the Parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
- (7) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Indore and only the courts in Indore alone shall have jurisdiction to determine the same.
- (8) The arbitrator for fulfilling the duties set forth in the arbitration clauses as defined with tender conditions of contract.
- (9) Arbitration: The Contract shall be governed by, and construed in accordance with the laws of India. The dispute will be settled following the provisions of Arbitration and Conciliation Act, 1996. Both Parties agree that the results and awards of any such arbitration shall be binding on both Parties. Venue of Arbitration shall be INDORE.
- (10) The several parts of this contract have been read to us and fully understood by us.



**भारतीय प्रौद्योगिकी संस्थान इंदौर**  
*Indian Institute of Technology Indore*

*Infrastructure  
 Development  
 Office*

As witness our hands this ..... day  
 of.....2023.....

Signed by IITI (Maintenance In-Charge)  
 .....

Signed by the said Contractor  
 .....

In the presence of Witness  
 .....

In the presence of Witness  
 .....

\*\*\*\*\*



**INDIAN INSTITUTE OF TECHNOLOGY INDORE**

**TENDER FORM**

Percentage Rate Tender/Item Rate Tender & Contract for Works (A) Tender for the work of

.....  
.....

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 respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

I/We ..... agree to keep the tender open for 90 days from the due date of its opening in case of single bid system ..... from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of Rs. .... is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of 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 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 the 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 a 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 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. 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 there from 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

Witness:

Address:

Occupation:



A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the IIT Indore for a sum of Rs.

.....(Rupees.....)  
.....)

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

- (a)
- (b)
- (c)

For & on behalf of the IIT Indore.

Signatures .....

Dated:

Designation .....



### STATEMENT – I

Details of value of Electrical works (Turnover) executed in each year during the last three financial years by the Tenderer.

Sl. No.	Financial Year	Value in Rs.
1.	2020-21	
2.	2021-22	
3.	2022-23	

Attach certificate(s) issued by the Executive Engineer or concerned head of the department showing work wise / year wise value of work done in respect of all the works executed by the Tenderer during last three years

**Signature of the Contractor**

### STATEMENT – II

Details of similar electrical works completed in the name of the Tenderer during the last five financial years.

Financial Year	Name of Work	Value of Contract	Stiputaed Date of Completion & actual date of completion	Proof of Completion Attached (Yes/No)
2018 - 2019				
2019 - 2020				
2020 - 2021				
2021 - 2022				
2022 - 2023				

Attach certificates issued by the Executive Engineer or concerned head of the department showing work wise / year wise value of work done and date of completion.





*Signature of the Contractor*

**STATEMENT – III**

***Details of Existing Commitments.***

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

**A) Existing Commitments on ongoing works:**

Name of Work	Name and Particular of Div Where Work is being executed	Value of Work in progress	Position of Work in	Remarks

Attach certificates issued by the Executive Engineer or concerned head of the department indicating the balance work to be done, and likely period of completion.

*Signature of the Contractor*

**STATEMENT – IV**

***Availability of Equipment for Operation, Maintenance, Testing & Commissioning***

The tenderer should furnish the information required below, regarding the availability of the equipment, required for execution & commissioning.

Sl. No	Details	Number	Number		
			Owned	Leased	To be procured
1	2	3	4	5	6

*Signature of the Contractor*



**STATEMENT – V.**

***Availability of Key Personnel***

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Tenderers since.
1	2	3	4	5	6

***Signature of the Contractor***

**STATEMENT – VI**

Information on litigation history in which Tenderer is the Petitioner.

S. No	Case No. /Year	Court where filed.	Subject Matter /Prayer in the case.	Details of Respondents	Present Stage.
1	2	3	4	5	6



*Signature of the Contractor*

## **GENERAL CONDITION OF CONTRACT**

1. General Conditions of Contract 2020 Maintenance Works CPWD will be applicable to this contract with up-to-date correction slip.
2. The work shall be carried out according to the CPWD specifications 2013 amended upto date correction slips. If any item is not available in CPWD specifications, then relevant ISI code or specifications as per the decision of the officer in charge shall be followed.
3. The rates tendered by the contractor should include all royalties, taxes, carriages all lead and lifts and stacking etc. complete up to the site of work. Nothing extra shall be payable to him on this account.
4. The contractor must get acquainted with the proposed site of the work and study specifications and conditions carefully before tendering.
5. The rejected materials shall be replaced immediately by the contractor at his own risk and cost, if necessary, the same will be removed at the contractor's risk and cost. The Department will not be responsible for any loss and theft.
6. The contractor shall bear all charges for cartage, storage, and safe custody of the materials.
7. No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of work and no such claim on this account will be entertained.
8. The contractor shall not employ women and men below the age of 18 years on the work.
9. The sample materials shall be approved by the Officer –in-charge before supply/ execution of work.
10. The security deposit shall not be refunded till the clearance certificate is obtained from the Maintenance-In-Charge, IIT Indore.
11. The contractor should maintain logbook and other reading registers as required on a day-to-day basis and should get it countersigned by Officer -in-Charge.
12. The contractor should maintain the attendance register of staff deployed by him for carrying out the work and should be got countersigned by the Officer-in-charge on day-to-day basis.
13. IIT Indore does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to



deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by IIT Indore. If required, IIT Indore may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by IIT Indore within stipulated time. IIT Indore reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

14. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Bank. The EoD reports shall be got signed by the Engineering In Charge of the work on every day basis.
15. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by IIT Indore from time to time.
16. Contractor shall maintain job cards and a proper Record/Register indicating reasons for not attending to any particular work time schedule. The periodicity and expected schedules are given in the scope of work. Time is the essence of the contract and for any pending/incomplete work as well as for any substandard work, the amount of deduction/penalty per week shall be calculated at 0.25% of the accepted tender amount, subject to a maximum of 5% of the accepted tender amount. The responsibility of engaging and maintaining adequate/sanctioned strength of workers lies with the Contractor in view of timely attention and completion of the routine works within the given time frame. In case of non-attendance or non-timely attendance or non-timely completion or below-standard carrying out of any work by the contractor, the Institute shall get the work satisfactorily carried out through its other agencies at the risk and cost of the contractor. Apart from making payments to the said other agencies from the dues of the contractor, the Institute shall also levy a penalty as above.
17. In case of emergency work, no extra payment for working in odd hour will be made.
18. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.
19. IIT Indore reserves to change scope of work or the number of labours during the contract period.
20. The contractor shall at his own expense procure and provide all materials required for the work.
21. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.



22. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
23. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.
24. RECORDS: Contractor shall keep record of installed equipments. Inventory /materials and house keeping of items/ equipments and store, contractor shall ensure that log report of all the works / jobs carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at the premises of the Institute. This log report should be checked and counter signed by the contractor on a monthly basis and produces before the engineer-in-charge of the work, whenever asked to do so. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out) during the month should accompany the quarterly bill. Bills without this monthly report will not be entertained. The stationary required for maintaining these work records (inventory and log reports) will be provided by the contractor.
25. GCC should be seen, read and interpreted along with Special Conditions of Contract of this tender document.
26. Bidders shall comply with the DIPP PPP-MII Order 2017 as amended on all purchases, including goods, works, & services.

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Tools, tackles, and consumables:**

Providing Ladders / Scaffolding for high rise works/All tools required for electrical works shall be within the scope of contractor. 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, rain coat etc. for all working persons shall also be arranged.

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 consumable items like PVC insulation tape, 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.

No extra payment for the same will be made by the Institute.

List of availability of Equipments for Operation, Maintenance, Testing & Commissioning should be furnished as per statement – IV.

### **2. The contractor shall employ the 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 as per tender terms and condition for executing the work. During execution of operation & maintenance activities, in case some additional manpower is required, contractor shall provide the same free of cost for completion of works within the scope of the contractor. For entry into the institute, the contractor shall submit the details of the employees i.e. Address proof, I.D. proof, photo etc. for gate pass of all deputies.

List of availability of key personal should be furnished as per statement – V.

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.

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.



**3. Housekeeping:** The contractor shall maintain the installations/office/area of works, commissioning, and testing activities clean and tidy inside as well as around the installations/area of works and buildings. Removal of scrap generated during contract period, etc. in the building/area of works. 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.

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

The final handing over / taking over will be done after joint inspection by IITI and contractor on the completion of contract period. The liability for damage/ replacement shall be limited to 05% (Five percent) of the order value.

**4. Inspection:**

Inspection will be carried out by IITI as and when required. Inspection by statutory bodies/ authorities will be under the scope of contractor. The contractor shall inform IITI authority the schedule of such statutory bodies/ authority's inspection for any sort of statutory inspections. Alternatively, IIT Indore may also inform the contractor for visit of statutory inspections and contractor shall be duty bound to comply with the requirements of the inspections. IIT Indore shall be indemnified as and when a contract is awarded to the contractor for all statutory inspections/fulfillment of statutory requirements.

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

**5. Safety:**

Specifications and standards: CPWD specifications / National Building Code/ IS standards shall be standard specifications for all works. The installations, commissioning, testing activities shall be in conformity with relevant Indian Standard specification, National Electric codes, Indian Electricity Rules/Act.



The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to CPWD Safety Codes/fire/LV/HV/EHV/High Rise workings etc. precautions prevailing within the restricted areas/electrical substations/Lab areas etc. During such times, the workmen should be supervised by their site supervisor as a precautionary measure. The regular team of the contractor shall be very aware of High-rise precautions/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.

**6. Accident or injury to workmen/ All-risk covered insurance:**

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. The contractor shall provide all risk covered insurance to its employees deputed at IIT Indore.

To meet any type of health emergency to the employee, a dedicated vehicle along with driver shall be made available by the contractor immediately.

**7. Theft of Parts/Materials:**

The 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 that occurred due to negligence will be recovered by the contractor. Security/ Safety of all materials brought at site shall be the responsibility of responsibility of the contractor.

**8. Issuances of Tickets / Work Slips:**

IIT Indore maintains an online tickets system and the same issued to the maintenance team for correction/rectification/modifications etc. for day-to-day work. For works that need to be done with substantial effort / material / cost, the work may be carried out based on work slips issued to the contractor by Engineering In Charge.





The percentage rate quoted for CPWD DSR in BoQ shall be valid for all works given to the contractor irrespective of nature of work; it may be day-to-day basis maintenance works or it may be minor modification, alterations etc.

**9. Engagement of labor and Wages:**

Contractors shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable. 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.

The people 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.

The contractor shall at his own cost, 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 statues 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.

The 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 the Shops and Establishment Act. The contractor shall arrange to provide a reliever of equally qualified in case of absence/leave/off etc. The contractor shall in all dealings with the people in his employment have due regard 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.

No accommodation & transportation facility will be provided by the IIT Indore except in any emergency subjected to approval of competent authority after due verification of the application.

Any unauthorized person (or visitor) shall not be allowed to come inside the campus without the approval of the Engineer in charge and Security officer. Staff deployed at IIT Indore will get the temporary ID card which shall be available with the concern at the time of duty. For 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.

Engineer-in-charge, IIT Indore shall be at liberty to carry out surprise checks on the people deployed by the contractor to ensure that persons deployed by him are doing their duties.

For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the people are punctual and disciplined and remain vigilant in the performance of their duty. Persons engaged by the contractor shall be from amongst properly trained technicians of high integrity and good conduct, and shall be conversant in the local language i.e., Hindi. In no circumstances, persons under 18 years of age be employed.

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.

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.

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.



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.

Utilization of manpower inside IIT Indore as per skill of their respective trades will be at the sole discretion of the institute authorities and/or engineer in charge's direction. The contractor shall be liable to follow the direction given by the engineer in charge.

## **10. 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, labor laws, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for a penalty of 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 carrying out the installation or wherever necessary to avoid accidents. He shall also indemnify the 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 that occurred or damage incurred or claims arising in 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 will be made to the contractor due to the above provisions thereof.

**11. PENALTY:** IITI may impose a penalty of maximum 1% of the total cost of the work order to the contractor for noncompliance of any work / non submission of required documents on each event.

**Penalty of absence of workman:** In case of absence of workman for any reason, the wages equivalent to number of days shall be deducted from the payment of the contractor. The wage thus shall be based on quoted price per category of labour divided by number of days in the month.



**12. SUSPENSION:** - IITI may by written notice of suspension to the contractor, suspend all payments to contractor hereunder if the later 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.

**13. TERMINATION:** - Termination to the contractor may be given after the occurrence of any of the events specified below:

- a) If the contractor fails to remedy a failure in the performance of their obligations.
- b) If the contractor fails to comply with any final decision reached because of arbitration proceedings.
- c) If the IITI, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- d) If the contractor, in the judgment of the IITI has engaged in corrupt or fraudulent practices in executing the contract.
- e) If the agency does not start the work or does not perform the assigned work properly and/or in time, their deposits including performance guarantee shall be forfeited. Such agencies shall be debarred for tendering for a period of three years. Such action shall be decided by the competent authority.
- f) 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.
- g) The contract is liable to be terminated if at any stage it is found that the contract was obtained by willful miss-representation in terms of documents or undertakings by the contractor.
- h) 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.

**13. PAYMENT:** - Payment will be made after satisfactory completion of services and on



presentation of invoices as per Govt. directives. No advance payment will be made. Income tax and all other statutory tax deductions at source as per the rules in force will be deducted from the bill.

The contractor is bound to distribute the salary/wages to his worker by 7th of each month positively, the contractor shall make the payment of wages to the staff deployed at work in their bank account through cheque or draft or e-transaction and will submit the evidence of such transaction like photocopy of bank passbook / Account statement of staff etc. to the department along with bill to insure the payment of wages. The contractor shall make the payment of wages to the staff deployed at work according to the order of minimum wages April 2023 (attached) .

The main/associated contractor shall deduct worker subscription towards Provident Fund and ESIC, as per rules, he shall deposit the same along with his contribution in to the respective accounts of the workers and submit the details to this office for verification.

The contractor shall provide uniform along with Badge and shoes within 15 days of start of work. In the event of non-compliance, a recovery of Rs. 100/-per day per employee shall be made.

Payments to the Contractor shall be made, 'on monthly basis' after production of following documents:

Documentary proof of disbursement of wages to the workers. The copy of the salary wage register in the format shall be produced with the R/A or final bill.

Forms A, B, C and D as per Ministry of Labor and Employment notification GSR 154(E).

Proof of deposit of provident fund and ESIC contribution to the respective authorities.

Copy of relevant period attendance register.

Copy of Identity card / Gate pass of the staff deployed.

Daily Attendance Sheet duly certified by respective engineer in charge.

A report of the month containing all detailing of work done, number of breakdowns, no of other works, no of tickets solved, particulars of systems that might need immediate attention for continuity of services.



**14. 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.

**15. Co-ordination with other Agencies**

The contractor during the execution of the works shall co-ordinate with other agencies associated work with building / work areas and shall work in harmony with them without causing any hindrance or obstruction on the progress of other's work in any way.

**16. 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.

**17. Warranty / Guarantee of Items / Works:**

In general all new works shall be guaranteed for one year from the date of completion of work or from the date of supply of item, if the item is supplied by the contractor.

The contractor shall ensure adequate and prompt services 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 equipment 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.

**18. DISPUTE RESOLUTION:**

All effort is to be made to resolve disputes amicably. However, still if dispute arises the dispute shall be settled in the following manner:

- a. The dispute shall be referred to the Alternative Dispute Resolution body to be deputed by the competent authority of the institute.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the GCC.
- g. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agreed.



h. The seat of arbitration will be Indore, Madhya Pradesh, Indore.

**19. 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:**

**Date:**

**Signature**





**PROFARMA OF SCHEDULES**

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

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

----- NIL -----

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor.

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

**NIL**

**SCHEDULE 'D'**

Extra schedule for specific requirements/documents for the work, if any. As enclosed

**SCHEDULE 'E'**

Reference to General Conditions of contract

General Conditions of Contract for Maintenance  
Works, 2020 as amended upto date i.e.  
DG/CON/-Maint/2020/338 dated 13/04/2023



Estimated cost of work

Electrical : ₹ 15,97,720

- (i) Earnest money: ₹ 31,954 (To be returned after receiving  
Performance Guarantee)
- (ii) Performance guarantee: 5% of tendered value
- (iii) Security Deposit: 2.5% of tendered Value

#### 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.

XXXXXXXXXXXX

Definitions:

2(v) Engineer-in-Charge

Maintenance in Charge, IIT Indore.

2(viii) Accepting Authority

XXXXXXXXXXXXXXXX

2(x) Percentage on cost of materials and labour to cover all overheads and profits.

15% (Fifteen per cent)

2(xi) Standard schedule of Rates  
For Electrical:-

Minimum Wages Rates April 2023 & OEM's authorized Service Partner quotations.

2(xii) Department

IIT INDORE

9(ii) Standard CPWD contract Form GCC 2019, CPWD DG/CON/-Maint/2020/338 dated 13/04/2023 Form 7/ 8 as modified & corrected upto

**Clause 1** Time allowed for submission of performance guarantee from the date of issue of letter of acceptance : 7 DAYS

Maximum allowable extension with late



fee @ 0.10% per day of performance  
guarantee amount beyond  
the period as provided in (i) above : 7 DAYS

**Clause 2** Authority for fixing compensation under clause 2 : Same as Part A

**Clause 2A** Whether clause 2A shall be applicable Same as Part A

**Clause 5**  
No. of days from the date of issue of letter of  
acceptance for reckoning date of start Same as Part A

**Milestone(s) : - As per Table given below**

**Table of milestone(s)**

S No	Description of Milestone (Physical)	Time allowed (From date of start)	Amount to be withheld in case of non-achievement of milestone as assessed from the running payments
	.....N.A.....		

Time allowed for execution of work **01 (One) Year**  
Authority to decide  
(i) Extension of Time Dean IDO, IIT Indore.  
(ii) Rescheduling of milestones NA  
(iii) Shifting of date of start in case of Maintenance-In-Charge, IIT Indore  
delay in handing over of site

**Clause 6, 6A** Clause applicable **6A**

**Clause 7** Gross work to be done together with net payment/adjustment of advances for  
material collected, if any since the last **Rs. 1,23,13,457/-** for Electrical work  
such payment for being eligible to interim.  
payment

**Clause7A** Weather clause 7 A shall be applicable **Yes**

**Clause10A** List of testing equipment to be provided by the **Yes**  
contractor at site lab.



**Clause10B(ii)** Whether clause 10B (ii) shall be applicable **Yes**

**Clause10C** Component of labour expressed as **N/A**  
Percent of value of work

**Clause10CA** **N.A.**

Material covered under this clause	Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price DELETED is followed.	Base Price of all materials covered under clause 10 CA *
1 Cement	NA	1. /- Per MT
2 Steel reinforcement	NA	2. /- Per MT
3 Structural steel	NA	3. /- Per MT

**Clause10CC** Clause 10CC to be applicable in contracts  
with stipulated period of compensation  
exceeding the period shown in next column : Deleted

**Clause 11** Specifications to be followed for execution of work **For Electrical : CPWD General specification ammended upto date for electrical works Part-I (Internal) 2013, Part-II (external) Part III HVAC, Fire, Lift Part-VII Rule-2013.**

**Clause 12**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) Same as Part A

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work Same as Part A

**Clause 16** Competent Authority for deciding reduced rates. **For Electrical : SE (Indore), CPWD, Indore**

**Clause 18** List of mandatory machines, tools and **As required by Engineer in charge** plants to be deployed by the contractor at site.

Clause 19C ..... authority to decide penalty for each default  
Clause 19D ..... authority to decide penalty for each default  
Clause 19G ..... authority to decide penalty for each default



Clause 19K .....authority to decide penalty for each default

**Clause 25**

As per Part A or Any litigation in court shall be filed within Indore only.

Constitution of Dispute Redressal Committee (DRC)

Chairman - .....

Member - .....

Member - .....

**Clause 32**

**“Requirement of Technical Representative(s) and Recovery Rate**

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words

“Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.”

Requirement of technical staff and their experience can be varied depending upon nature of work by NIT approving authority with recorded reasons.

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

SI No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	N.A.	
2.	Steel Reinforcement	N.A.	



**Scope/Technical Specifications / Detailed description for schedule of works**

**Name of work: Annual comprehensive Maintenance Contract of UPS at IIT Indore**

1. The contractor shall be required to carry out attending of every call back on break downs, periodical tests and inspections once in a month.
2. There shall be no limit for attending breakdown calls however visits for preventive and routine inspection shall be as per approved schedule of IITI.
3. All-inclusive comprehensive maintenance includes taking over of the UPSs installation completely on as is where basis and doing is all routine, periodic maintenance as per manufacturers schedule and replacement and repairs of parts / equipment of these complete installation by original equipment / parts as and when required. Contractor shall not only attend the complaint but also rectify the cause of failure after investigation.
4. UPS should be put proper working condition for safe use within 04 hours for any minor break- down calls from the department and major break-down within 2 days from the time of break- down.
5. The contract is covered the followings job of work.
  - a. Repairs/replacement of ventilation fan of UPS.
  - b. Repairs/replacement of PCBs.
  - c. Repairs/replacement of faulty items.
  - d. Replacement of Capacitors.
  - e. Proper connection of Battery of UPS.
  - f. Repairs/replacement of control panel and their accessories.
  - g. Indicating lamp/LED and all minor accessories repairs/replacement.
  - h. All types of liaisoning with local body authority in case of any accident of human being etc. shall be responsibility of Agency.
  - i. Pilot battery/cell checking during Preventive maintenance.
  - j. All electronic printed boards.
  - k. All AC/DC capacitor.
  - l. Power devices, IGBT, Thyristor modules and diode modules.
  - m. Cleaning up of unit, visual inspection to check any deformation.
  - n. Checking and adjustment of control parameters like input output AC/DC voltage and current.
  - o. Checking of healthiness of isolation transformer of UPS.



6. An equivalent amount on prorated basis shall be deducted from the monthly maintenance
7. charges for the total time in case contractor fails in putting the UPS in operation within the period
8. Indicated above. The delay of up to and including 12 hours shall be treated as ½ day and the delay of more than 12 hours but up to including 24 hours shall be treated as 1 day
9. The demonstration of functioning of UPS shall be conducted once in every month and it will be witnessed by the representative of the department. Failure of the UPS system or failure to conduct demonstration shall attract penalty for Rs. 500/-per months per UPS
10. The rates quoted by the contractor should include all taxes, duties nothing extra shall be paid for the same.
11. The Agency must ensure and provide all Electrical protection system for control Panel & their accessories.  
A tentative & preventive maintenance schedule has been mentioned below. Contractor shall attend the preventive maintenance work as per specified schedule and monthly compliance shall be submitted to the Institute. This shall be basis for payments. Various preventive maintenance activities have been described under periodic modules mentioned below.  
Care should be taken so that the system does not lead to major breakdown and in case the system goes into fault, it should be rectified within the shortest stipulated time period.
12. The UPS engineer/technician should have minimum 3 year work experience with OEM in reputed organization.
13. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to this work. In particular, the equipment and installation shall comply with the following:
  - i. Factories Act
  - ii. Indian Electricity Rules
  - iii. I.S. & BS Standards as applicable
  - iv. Workmen's compensation Act
  - v. Statutory norms prescribed by local bodies.
  - vi. CPWD norms.

**A. General checks/ observations:**

- (i) Cleanliness.
- (ii) Any sign of cracking and chipping of bushings/insulators, oil leakages and integrity of the other visible parts of switchyard and indoor equipments from safe distance.
- (iii) Temperature of critical equipments.
- (iv) Alarms & indications of equipments.

**B. Mechanical checks/ observations:**

- (i) Indications of the operating circuits including associated system.
- (ii) Checking of foundation bolts, structure etc.
- (iii) Tightness of terminal connection and bolted joints.

**Codal Provisions to be Followed:**

As per BIS standard for all works or equivalent code acceptable in India.





**CHECKLIST TO ACOMPANY THE TENDER**

Sl. No.	Document to be Submitted	Description to be given	Scanned documents/ photocopy to be Submitted	Column 5
(1)	(2)	(3)	(4)	(5)
1. a)	Name and address of the contractor		Yes/No	
b)	Name of the authorized person of the firm/company with authorization certificate on firm/company letterhead.	Copy of Certificate	Yes / No	
2.a)	Contractors registration under appropriate class (Grade 'A') with Govt./PSU /MNC.	Registration	Yes / No	
b)	Partnership deed in case of firms & Article of Association in case of companies			
3.	Valid 'A' class Electrical Contractor license from Govt. of M.P.	Copy of Certificate	Yes/No	
4.	Valid Labor License from Govt. of M.P.	Copy of Certificate	Yes/No	
5.	Copy of Permanent Account Number (PAN) card and copy of current 03 years latest Income Tax returns submitted along with proof of receipt.	PAN & IT Returns	Yes / No	
6.	Work completion certificates in support of annual turnover in Electrical Engineering works (Format at Statement-I)	Annual turnover	Yes / No	



7.	Work completion certificates in support of satisfactory completion of similar works along with purchase/work orders (Format at Statement- II)	Similar work	Yes / No	
8.	Statement of existing commitments and ongoing Govt. /PSU /MNC works along with supporting experience certificates as in (Format at Statement – III)	Existing commitments	Yes / No	
9.	Availability of equipment as in ( Format at Statement – IV)	Equipment	Yes / No	
10.	Availability of key personnel as in ( Format at Statement – V)	Key personnel	Yes / No	
11.	Information of litigation history as in ( Format at Statement – VI)	Litigation history	Yes / No	
12.	Credit facilities/solvency certificates from banks	Credit facilities	Yes / No	
13.	E.M.D. Receipt	EMD Receipt	Yes / No	
14.	GST Registration with number	GST Registration	Yes / No	

All experience certificates including those in support of existing commitments issued by an Officer not below the rank of Executive Engineer (or) Equivalent grade.

All the statements copy of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which shall be indicated in column (5) against each item.



UPS details				
Sr. no.	Building	KVA Rating	Make	Quantity
1	Abhinandan Bhawan	60	Eaton	2
2	Learning resource Center	20	Eaton	2
3	Dining building	20	Eaton	2
3	Lecture hall class room	10	Eaton	4
4	Auditorium	10	Eaton	2
5	Health Center	40	Eaton	2
6	School building	20	Numeric	2
7	Sports Complex	20	Numeric	1
8	POD 1A	60	Legrand	1
		40	Legrand	1
9	POD 1D	60	Legrand	1
		40	Legrand	2
<b>Grand Total</b>				<b>22</b>



## FINANCIAL BID

### Proforma for Quoting the Rates

<b><u>BOQ/Financial Bid</u></b>				
<b>Sr. no.</b>	<b>Make of UPS</b>	<b>Quantity</b>	<b>Unit rates</b>	<b>Total Rates in Rs including GST</b>
1	Eaton 60 KVA	2		
2	Eaton 20 KVA	4		
3	Eaton 10 KVA	6		
4	Eaton 40 KVA	2		
5	Numeric 20 KVA	3		
6	Legrand 40 KVA	3		
7	Legrand 60 KVA	2		
	<b>Grand Total in Rs. (Including GST)</b>			

Date:

Seal & Signature of Tenderer