**INDIAN INSTITUTE OF TECHNOLOGY INDORE**

**OFFICE OF**

**THE PROJECT IN CHARGE**

**ESTATE DIVISION**

**I.I.T. INDORE CAMPUS, SIMROL, INDORE**

****

**NOTICE INVITING TENDER**

|  |  |  |
| --- | --- | --- |
| **N.I.T. No.** | **:** | **IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A** |
| **NAME OF WORK** | **:** | **Supply, Installation, Testing and Commissioning of Area Lighting at IIT Indore.** |
| **ESTIMATED COST** | **:** | **17,04,410 /-** |
| **EARNEST MONEY** | **:** | **34,088 /-** |
| **TIME ALLOWED** | **:** | **01 (One) Month** |

**Prepared By Checked By Verified By Approved By**

**(JE/DE) (SE/AE) (AEE/DEE) (Project in Charge)**

**INDEX FOR e-TENDERING**

**Name of work:-** **Supply,Installation,Testing and Commissioning of Area Lighting at IIT Indore.**

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Note: Certified that this Bid documents contains 90 (Ninety) pages 01 to 90.

**Prepared By Checked By Verified By Approved By**

**(JE/DE) (SE/AE) (AEE/DEE) (Project in Charge)**

**INDIAN INSTITUTE OF TECHNOLOGY INDORE**

**NOTICE INVITING TENDER**

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

**NIT No. : IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A**

**Name of Work:**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AREA LIGHTING AT IIT INDORE.**

Estimated Composite Cost : [Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg) **17,04,410 /-**

Earnest Money: **[Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg)34,088/-**

Time of Completion: **One Month**

Date of availability of tender document for download from **12.11.2019** to **20.11.2019 (Till 17:00 hrs**) can be seen and downloaded from website <http://iiti.ac.in/tenders/tender>, free of cost and shall be submitted on line on website [**www.tenderwizard.com/IIT**](http://www.tenderwizard.com/IIT)**.**

Pre-bid meeting is scheduled on **15.11.2019** at **11.00 AM.**

Date of submission of bids upto **05.00 PM** of **20.11.2019.**

Time and date of opening of eligibility bid: **21.11.2019** at **11.00 AM**

**Prepared By Checked By Verified By Approved By**

**(JE/DE) (SE/AE) (AEE/DEE) (Project in Charge)**

**PART –A**

**INFORMATIONS AND INSTRUCTIONS FOR CONTRACTORS FOR e TENDERING, CPWD 6, INTEGRITY PACT AND PERFORMANCE SECURITY, BANK GUARANTEE BOND.**

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

**(Applicable for inviting open tenders)**

The Project In charge IIT- Indore Invites on behalf of IIT-Indore online item rate Tenders in Two Bid System from eligible contractors for the following work:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.** | *NIT No.*  IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A | **Name of**  **work &**  **Location** | **Estimated cost put to tender** | **Earnest Money** | **Period of Completion** | **Date & time of Pre-bid meeting** | **Last date & Time of submission /uploading of eligibility and financial bids and other documents as specified** | **Time & date of opening**  **of Eligibility**  **bid** |
| 1 | SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AREA LIGHTING AT IIT INDORE. | Rs.  17,04,410/- | Rs.  34,088/- | One Month | November 15,2019 at 11:00 AM | Up to 5.00 PM of  November  20, 2019 | At  11.00 AM  of November 21,2019 |

### Joint ventures/ consortium and special purpose vehicles are not eligible.

* 1. **Firms/Contractors whose contract is rescinded during the last seven years ending previous day of last date of submission of tender are not eligible.**
  2. **Firms/Contractors who are black listed and/or debarred are not eligible.**

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

(a) Should have satisfactorily completed the works as mentioned below during the last five years ending previous day of last date of submission of bids.

Three similar works each costing not less than Rs. 6.82 lakhs,

or

Two similar works each costing not less than Rs.10.23 lakhs

or

One similar work costing not less than Rs. 13.64 lakhs;

Eligible similar work shall mean works of **SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF STREET LIGHTING/AREA LIGHTING/EXTERNAL ELECTRICAL WORK.**

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

1. Should have an average annual financial turnover of Rs. 8.5 lakhs during the last five years ending March 31, 2019.

(c) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending March 31, 2019.

(d)Should have a solvency of Rs 12 lakhs.

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidder posted on website shall form part of tender document.
3. Bid documents consisting of plans, specifications, the schedule of quantities of various types of works to be done and the set of terms and conditions of the contract to be complied by the contractor can be seen on website [**www.tenderwizard.com/**](http://www.tenderwizard.com/CPWD)**IITI**
4. Applicant has to deposit earnest money of Rs.**34,088/- (Thirty-Four Thousand Eighty Eight Only)** online.
5. The tender can only be submitted after uploading the mandatory scanned documents as per list given.
6. Date of availability of tender document for download from **12.11.2019** to **20.11.2019 (17:00 hrs)** on website[**www.tenderwizard.com/IITI**](http://www.tenderwizard.com/IITI)**.**
7. (i) Copy of Certificate of Work experience, Certificate of Financial Turnover from Chartered Accountant, Bank Solvency Certificate and other documents mentioned above shall be submitted and all documents mentioned in **ELIGILIBITY BID DOCUMENTS** in the prescribed formats of Form 'A' to 'F' along with certified copies of supporting documents and letter of transmittal shall also be submitted.At the time of submission of bid contractor may submit 'Affidavit / Certificate from CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document and further details, if required shall be asked from the Contractor after opening of Eligibility bid documents. There is no need to upload entire voluminous balance sheet.

(ii) Bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents submitted are found in order.

9. The Eligibility bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to them at a later date.

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

11. **List of Documents to be submitted within the period of bid submission**

(i) Online deposited receipt against EMD.

(ii) Duly filled in Forms as provided in Section of Eligibility Bid Document accompanied with required documents duly authenticated / certified by authorities as mentioned in Section II of Eligibility Bid Document :-

(a) Certificate of Financial Turnover- (Form –A) At the time of submission of bid contractor may upload 'Affidavit / Certificate from CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document and further details, if required, shall be asked from the bidders after opening of Eligibility bids..

(b) Bank Solvency Certificate (Form – B)

(c) Details of eligible similar works (Form – C)

(d) Certificates of Work Experience (Form –D).

(e) Structure and organization of the firm /company (Form –E).

(f)List of the projects under execution or awarded (Form-F)

(iii) Certificate of Registration for GST and acknowledgement of up to date filed return and PAN card details.

(iv) Signed copy of the Integrity Pact.

(v) ~~Any other document as specified in the press notice~~.

(vi) Documents as specified in material technical specification (Annexure-1 to 6 from Page 68 to 75).

(vii) Valid “Class-A” Electrical contractor License from Government of MP licensing board.

**CPWD - 6**

**Indian Institute of Technology Indore**

**Notice Inviting Tender**

1. Project in Charge IIT Indore on behalf of IIT Indore invites item rate bids from eligible firms/contractors of repute in two bid systems for the work of “**SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF AREA LIGHTING AT IIT INDORE”**
   1. The work is estimated to a composite cost of: [Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg) **17,04,410 /-** this estimate, however, is given merely as a rough guide.

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

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

**Criteria of eligibility for submission of bid documents:**

**1.2.1 Criteria of eligibility for CPWD class II & Non CPWD contractors (if tenders are also open to Non CPWD contractor).**

Three similar works each of value not less than [Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg)**190 l**akh or two similar work each of value not less than **[Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg)240** lakh or one similar work of value not less than **[Rupee Symbol Font Logo](http://buzzg.s3.amazonaws.com/wp-content/uploads/2010/07/Rupee-Symbol-Font.jpg) 370** lakh in last **7 years** ending last day of the month previous to the one in which the tenders are invited.

DELETED

**Similar works means 'Building Works with RCC framed structure'.**

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

**Class II contractors of CPWD should be registered for Western Region / Rajasthan / Delhi.**

**1.2.2 Criteria of eligibility for contractors:**

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

(a) Should have satisfactorily completed the works as mentioned below during the last five years ending previous day of last date of submission of bids.

Three similar works each costing not less than Rs. 6.82 lakhs,

or

Two similar works each costing not less than Rs.10.23 lakhs

or

One similar work costing not less than Rs. 13.64 lakhs;

Eligible similar work shall mean works of **SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF STREET LIGHTING/AREA LIGHTING .**

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

1. Should have an average annual financial turnover of Rs. 8.5 lakhs during the last five years ending March 31, 2019.
2. Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending March 31, 2019.
3. Should have a solvency of Rs 12 lakhs.

**1.2.3** For CPWD class II/ Non CPWD contractors, as per the provisions of clause 1.2.1 above, it will be mandatory to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.

\For such bids, Class-I contractors of CPWD are however eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit to the effect that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

DELETED

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

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

2 Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 8 modified / amended upto last date of receipt of tender, Bidder shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be 01(one) month from the date of start as defined in Schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. The site for the work is available at IIT Indore

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form,2014 can be seen on website **of** [*www.iiti.ac.in/tenders/tender*](http://www.iiti.ac.in/tenders/tender) *or* [*www.tenderwizard.com/IIT*](http://www.tenderwizard.com/IIT).

6 *Earnest Money will be paid in the form of online mode only.*

The bid submitted shall be opened on **November 21, 2019 at 11.00 AM.**

9 **Copy of certificate of work experience, Certificate of financial turnover from Chartered Accountant, Bank Solvency Certificate and other documents mentioned shall be submitted within the period of bid submission and all documents mentioned in ELIGILIBITY BID DOCUMENTS in the prescribed formats of Form 'A' to 'F' along with certified copies of supporting documents and letter of transmittal shall also be submitted** At the time of submission of bid contractor must submit 'Affidavit / Certificate from CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document and further details, if required, shall be asked from the Contractor after opening of Eligibility bid documents.

10. The bid submitted shall become invalid and shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not deposit EMD receipt

(iii) The bidder does not submit all the documents (including service tax registration/VAT registration/Sales Tax registration) as stipulated in the bid document including the copy of receipt for deposition of EMD.

(iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

(v) **If a tenderer quotes nil rates against each item in item rate tender or ~~does not quote any~~ ~~percentage above / below on the total amount of the tender or any section /sub head in percentage rate tender,~~ the tender shall be treated as invalid and will not be considered as lowest tenderer.**

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’ including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee**. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and program chart (Time and progress) within the period specified in Schedule 'F'**

12. The description of the work is as follows:

**The scope of works includes Supply, Installation, Testing and Commissioning of Area Lighting at IIT Indore.**

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

13. The competent authority on behalf of the Board of Governance of IIT Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bid submitted by the contractors who resort to canvassing will be liable to rejection.

15. The competent authority on behalf of Board of Governance of IIT Indore reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

16 The contractor shall not be permitted to bid for works in the IIT Indore in which its near relative is posted as an Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) responsible for award and execution of contracts. It shall also intimate the names of persons who are working with it in any capacity or are subsequently employed by it and who are near relatives to any Gazetted officer in the IIT Indore or in the Ministry of Human Resource Development.

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17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of its employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor’s service.

18. The bid for the works shall remain open for acceptance for a period of **90 days (Ninety days)** from the date of opening of technical bid. If any bidder withdraws its bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then IIT Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work**.

18 The Eligibility bid shall be opened first on due date and time. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to technically qualified bidders only at a later date.

19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder, on acceptance of its tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

1. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
2. Standard C.P.W.D. Form 8 amended / modified upto last date (or other Standard C.P.W.D. Form as applicable) of receipt of bid.

20. **For Composite Bids**

20.1.1 Project in Charge of the work will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

20.1.2 The bid document will include following three components:

1) CPWD-6, CPWD-7/8 including Schedule A to F for the major component of the work,

Standard General Conditions of Contract for CPWD, 2014 as amended / modified

Upto DG/ CON/295.

2) Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.

3) Schedule A to F for minor component of the work. (SE & PIC in charge of work shall also be competent authority under clause 2 and clause 5 as mentioned in Schedule A to F). Special Conditions, additional terms & conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

20.1.3 For electrical works, the bidder should have **valid “A” class electrical license from competent authority in the name of the contractor. However, the contractors is allowed to participate in tender with an undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class.**

20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

20.1.5 After acceptance of the bid by competent authority, the PIC shall issue letter of award on behalf of IIT Indore. After the work is awarded, the main contractor will have to enter into agreement with PIC.

20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.

20.1.8 If required, the main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to PIC within prescribed time. Name of the agency(s) to be associated shall be approved by PIC **IIT Indore.**

20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Project-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case PIC is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

20.1.10The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to PIC . In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

20.1.11 Running payment shall be made by Project In Charge to the main contractor.

20.1.12

(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Project -in -charge after record of completion certificate of all other components.

(B) Final bill of whole work shall be finalized and paid by the PIC in the final bill for composite contract.

## INTEGRITY PACT

To,

Sub: NIT No. **- IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A** for the work of “Supply,Installation,Testing and Commissioning of Area Lighting at IIT-Indore”

Dear Sir,

It is here by declared that IIT-Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully,

Project In Charge

To,

The Project In Charge,

Sub: Submission of Tender for the work of **“Supply,Installation,Testing and Commissioning of Area Lighting at IIT-Indore”**

Dear Sir,

I / We acknowledge that IIT-Indore is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully

**(Duly authorized signatory of the Bidder)**

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of**

**IIT-Indore.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at .............................. on this ................day of 20

## BETWEEN

President of India represented through Executive Engineer, ,

(Name of Division) IIT-Indore, , (Hereinafter referred as the

(Address of Division)

**'Principal / Owner'**, which expression shall unless repugnant to the meaning or context hereof include

its successors and permitted assigns)

**AND**

(Name and Address of the Individual/firm/Company) through (hereinafter referred to as the

(Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof

include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal /Owner has floatedthe Tender (NIT No. IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the **Contract**”.

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

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

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

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

|  |  |
| --- | --- |
| 1) | The Principal/Owner commits itself to take all measures necessary to |
|  | prevent corruption and to observe the following principles: |

1. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
3. The Principal / Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
4. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988

(PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

* 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government

/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of

Which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

* 1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his

Participation in the Tender process and during the Contract execution:

* + 1. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
    2. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
    3. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
    4. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract

* 1. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  2. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake /forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

|  |  |
| --- | --- |
| 5) | The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use |
|  | Coercive Practices (means the act of obtaining something, compelling an action or |
|  | influencing a decision through intimidation, threat or the use of force directly or  indirectly, |

where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal

/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the** Principal/Owner.
2. **Forfeiture of EMD / Performance Guarantee / Security Deposit**:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

1. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder Or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

**Article 6- Duration of the Pact**

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

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

**Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the

**Head**q**uarters of the Division** of the Principal / Owner, who has floated the Tender.

1. Changes and supplements need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
3. One or several provisions of this pact turn out to be invalid; the remainder of this pact should remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

### It is agreed term and conditions that any dispute of difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation there of shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

|  |  |
| --- | --- |
| WITNESSES: |  |
| 1. | . ..................................................... (Signature, name and address) |
| 2. | . ...................................................... (Signature, name and address) |

Place: **-**

Dated: -

**ELIGIBILTY BID DOCUMENT**

**LETTER OF TRANSMITTAL**

**From:**

To

The Project in Charge,

IIT Indore (MP).

**Name of work: -** “**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AREA LIGHTING AT IIT INDORE”**.

Sir,

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

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

**Name of work Certificate from**

1. ………………………. …………………..

2. ………………………. …………………..

3. ………………………. …………………..

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

Enclosures:-

Seal of bidder

Date of submission SIGNATURE(S) OF BIDDER(S)

**FORM 'A'**

**FINANCIAL INFORMATION**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial Year** | 14-15 | 15-16 | 16-17 | 17-18 | 18-19 |
| **Gross Annual turnover on construction works** |  |  |  |  |  |
| **Profit/Loss** |  |  |  |  |  |

II. Financial arrangements for carrying out the proposed work.

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

Signature of Chartered Accountant with Seal. SIGNATURE OF BIDDER(S)

**FORM ‘B’**

**FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK**

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

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

(Signature)

For the Bank

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

(2) In case of partnership firm, certificate should include names of all partners as

recorded with the Bank.

**FORM ‘C’**

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | S. No**.** |  | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per | contract | Stipulated date of completion | Actual date of completion | Litigation/ arbitration casespending/inprogresswithdetails\* | Name and address / telephone | Number of officer to whomreferencemaybemade | Whether the work was done onbacktobackbasis—Yes/No |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 |  | 2 | 3 | 4 | 5 |  | 6 | 7 | 8 |  | 9 | 10 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

Signature of bidder(s)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | **FORM ‘D’** |  |
|  |  | **PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS “C”** | | |
| 1. | Name of work/project & location | | : |  |
| 2. | Agreement no. | | : |  |
| 3. | Estimated cost | | : |  |
| 4. Tendered cost | | | : |  |
| 5. | Date of start | | : |  |
| 6. | Date of completion | |  |  |
|  |  | (i) Stipulated date of completion | : |  |
|  |  | (ii) Actual date of completion | : |  |
| 7. | (a)Whether case of levy of compensation | |  |  |
|  |  | for delay has been decided or not? | : | Yes / No |
|  |  | (b) If decided, amount of compensation levied | |  |
|  |  | for delayed completion, if any. | : |  |
| 8. |  | Performance Report |  |  |
| (1) | | Quality of work | : | Outstanding/Very Good/Good/Poor |
| (2) | | Financial soundness | : | Outstanding/Very Good/Good/Poor |
| (3) | | Technical Proficiency | : | Outstanding/Very Good/Good/Poor |
| (4) | | Resourcefulness | : | Outstanding/Very Good/Good/Poor |
| (5) | | General Behavior | : | Outstanding/Very good/Good/Poor |

Dated: Executive Engineer or Equivalent

**FORM ’E’**

**STRUCTURE & ORGANISATION**

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status) :
   1. An Individual
   2. A proprietary firm
   3. A firm in partnership
   4. A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization /Place of registration/Registration No.

1.

2.

3.

1. Names and titles of Directors& Officers with designation to be concerned with this work.
2. Designation of individuals authorized to act for the organization
3. Has the bidder or any constituent partner in case of partnership firm, Limited Company /Joint Venture ever were convicted by the court of law? If so, give details.
4. In which field of E&M Engineering construction the tenderer has specialization and interest.
5. Any other information considered necessary but not included above.

Signature of bidder(s)

**FORM ‘F’**

**List of the projects under execution or awarded**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S. No**.** | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as percontract | Stipulated date of completion | Upto date percentage progressofwork | Slow progress if any andreasonsthereof. | Name and address / telephone | Number of officer to whomreferencemaybemade | Remarks |
|  |  |  |  |  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |  | 9 | 10 |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

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

Signature of bidder(s)

#### **FORM “G”**

Details of technical & Administrative personnel to be employed for the work:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr. No. | Designation | Total number | Number available for  this work | Name | Qualifications | Professional experience  and details  of work carried out | How this would be involved in this work | Remark s |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Signature of Bidder(s)

#### **FORM “H”**

Name of work- “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AREA LIGHTING AT IIT INDORE”.

|  |  |  |
| --- | --- | --- |
| 1 | Name of the Contractor/Agency |  |
| 2 | Address & Contact number |  |
| 3 | Name of person, who has signed the tender |  |
| 4 | Details of EMD (Receipt/Acknowledgement)  (copy should be attached) | YES/NO |
| 5 | Permanent Account Number  (copy should be attached) | YES/NO |
| 6 | Sales Tax/TIN number  (copy should be attached) | YES/NO |
| 7 | GST Registration number  (copy should be attached) | YES/NO |
| 9 | EPF registration number  (copy should be attached) | YES/NO |
| 10 | ESI registration number  (copy should be attached) | YES/NO |
| 11 | Experience certificates related to operation and maintenance of HT Substations during last seven years issued from clients as per tender.  (copy should be attached) | YES/NO |
| 12 | Copy of work orders related to operation and maintenance of HT sub-stations of on-going works at other sites.  (copy should be attached) | YES/NO |
| 13 | A self certificate showing the track record of contracting firm/contractor on the company letter head.  (copy should be attached) | YES/NO |
| 14 | List of testing equipments owned or certification of hiring the equipments with the list of firms with their consent letter.  (copy should be attached) | YES/NO |
| 15 | List of technical & administrative employees with their C.V.  (copy should be attached) | YES/NO |
| 16 | Copy of latest Income Tax Return.  (Current three years)  (copy should be attached) | YES/NO |
| 17 | Duly signed & stamped of complete downloaded tender document  (copy should be attached) | YES/NO |
| 18 | Valid "A" Class Electrical Contractor license.  (copy should be attached) | YES/NO |

**GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS**

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

The CONTRACT shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

The WORKS OR WORK shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works, by virtue of the contract contracted, to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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

The CONTRACTOR shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**General Condition of Contract for CPWD works 2014 as amended up to CON/295 shell become parts & parcel of the tender documents**

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

The Institute shall mean the Indian Institute of Technology Indore or his nominee as notified

The Accepting Authority shall mean the Director, IIT Indore on the behalf of Board of Governors IIT Indore.

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

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

The Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender document and the Standard Schedule of Rates of the Institute with the amendments

there to issued up to the date of issue of notice inviting tenders.

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

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

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

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

**WORKS TO BE CARRIED OUT**

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

SUFFICIENCY OF TENDER

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

DISCREPANCIES AND ADJUSTMENT OF ERRORS

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

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

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

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

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

**SPECIAL CONDITIONS FOR CONTRACT**

1. The tenderer shall acquaint himself with the proposed site of work, its sub soil strata, underground water tables and its approach roads before quoting his rates. ~~The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the tenderer and nothing extra shall be payable over his quoted rates.~~

2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

a. On account of delay in commencing the work by the contractor.

b. On account of reduction in the scope of work.

c. On account of suspension of work or abandoned after award of work.

3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.

The contractor shall make his own arrangement for water suitable for construction.

4. ~~The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer-in-charge to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer-in-charge. However, the contractor shall not be paid extra on this account.~~

5. ~~The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.~~

6. The contractor shall construct a sample unit of different activities complete in all respect as per the directions of the Engineer-in-charge and Architect. This sample unit shall be got approved from the Engineer-in-charge and Architect before commencing the mass work.

7. The contractor shall take care of all safety precautions pertaining to construction of work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.

8. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be

bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.

9. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

10. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the department.

11. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favoring the Director, Indian Institute of Technology Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.

12. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.

13. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

14. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.

15. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

16. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.

17. The contractor shall submit to the Engineer-in-charge and Architect samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge and Architect of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.

18. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.

19. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in- charge at the risk and cost of the contractor without giving any further notice and time.

20. In order to ensure quality of work during its execution, the Engineer-in-charge/ Architect representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.

21. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge/ Architect. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge/ Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used till test certificates are obtained and approved by Engineer-in-Charge/ Architect.

22. ~~Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch at page 39 (e) of CPWD specifications 2009 Vol. II with weatherproof roofs and walls. (The sketch is only indicative and actual size will be depend on the site requirements) Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with authorized representative of Engineer-in-charge of work and that of the other lock with the authorized agent of the contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the prescribed proforma.~~

23. ~~The cement shall be brought at site not less than 10 tones lots or as decided~~

~~by the Engineer-in-charge/ Architect.~~

24. ~~The cement godown of the capacity to store a minimum of 500 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in- charge at any time.~~

25. ~~The contractor shall supply free of charge the cement / other material required~~

~~for testing. The cost of tests shall be borne by the contractor.~~

26. ~~The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.~~

~~27. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.~~

28. ~~Secured advance for cement if so desired by the contractor will be given on production of test certificate from the manufacturer.~~

29. ~~The contractor shall procure steel reinforcement bars TMT-FE-500 (thermo-mechanically treated bars) conforming to relevant IS codes from SAIL, TISCO, & VAIZAG. Structural steel of main Producer only shall be permitted for use. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provision in this regard in relevant IS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from the written orders from the Engineer-in-charge to do so. The cost of steel, testing charges and to & fro cartage shall be borne by the contractor.~~

30. ~~The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer in charge/Architect.~~

31. ~~The contractor shall supply free of charge the steel required for testing.~~

32. ~~The actual issue and consumption of steel on work site shall be calculated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per the procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.~~

~~33. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.~~

34. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only) The figures in the drawings shall be followed.

35. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

36. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.

37. The rate shall be inclusive of making design, pattern and execution of work

as per Architectural and structural drawings, at all levels and heights.

38. The rates shall be inclusive of making any holes in walls/ RCC work for fixing

any fixture frame work and making good the structure to its original shape and finish.

39. The rate shall be inclusive of working under water and adverse of foul conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods and any other cause whatsoever and including sub-soil water.

40. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.

41 The contractor shall leave necessary holes, opening, etc. As may be directed by the Engineer-in-charge for laying, burying or fixing, conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do no adversely affect structural members.

1. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
2. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.

44. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.

45. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.

46. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.

47. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge.

48. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazette holidays and nothing extra shall be paid on this account.

59. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge and Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in- charge. Any delay in getting the samples approved shall be contractor‘s responsibility.

50. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge and Architect.

51. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.

52. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.

53. For any clarification/ doubt, the Institute may organize regular meetings with Contractor.

The contractor shall attend such meetings invariably as and when required.

54. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction program, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

55. Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.

56. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chases cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only.

57. No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.

58. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.

59. After completion of work and before issuance of certificate of virtual completion the contractor shall submit eight (8) sets to the Engineer-in-charge, layout drawing drawn at appropriate scale and with 2 copies on Compact disc indicating the complete PLUMBING/SANITARY system 'as installed', with written approval of Engineer- in-charge on the 8 sets.

60. The contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer-in-charge in (8) copies at the time of handing over. They shall generally consist of the following:

a. Description of the project

b. Operating instructions

c. Maintenance instructions including procedures for preventive maintenance

d. Manufacturer‘s catalogues.

e. Spare parts list

f. Trouble shooting charts

g. Drawings

h. Type and routine test certificates for major items.

i. One (1) set of reproducible 'as built' drawings on polyester film.

61. The contractor shall be provided adequate storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements.

62. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in- charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

63. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

64. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men. Materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

65. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.

66. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.

67. The contractor shall arrange minimum plant and equipments at site for the execution of work as per requirement. These may have to be increased depending on the requirement site.

68. During the execution of construction work the contractor will have to create brackets of suitable material like clean GI sheets with steel supports.

69. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The owner reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.

70. Any item which is not available in the BOQ shall be paid as per DSR 2018 rates along with up to date cost index. If it is not available in BOQ & DSR 2018 then extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.

71. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIT and Architect for which no extra payment will be made.

72. ~~The Contractor(s) will have to keep on site complete survey instruments like Total Station / Theodolite / Auto Level along with technical personal to operate those instruments to facilitated and obtain the information required as instructed by Engineer-In-Charge and Architect, for which no extra payment will be made.~~

73. If required and directed by Engineer-In-Charge, contractor shall arrange visits of his personnel comprising of Engineer-In-Charges to various places/ plants in or out side Indore to check and verify the quality of material at manufacturers places. No extra cost shall be given for this to contractor.

74. All statutory approvals for Permanent Water, drainage and other services are to be obtained by contractor at no extra cost. Only the official payment made in the Govt. treasury or to the local bodies for deposit etc will be reimbursed against treasury slip.

75. Layout of works shall be got checked by engineer-in -charge & only then further work shall be taken by after approval.

76. Performa of Registers to be as per standard CPWD formats.

77. Barricading around the construction site with G.I. Sheet / Metallic Shell be provided by the contractor without any extra cost.

**P A R T I C U L A R S P E C I F I C A T I O N S**

**1. GENERAL**

1.1 Wherever any reference to any Indian Standard Specifications of BIS or other International standards of ASTM / BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

1.2 The contractor shall work according to the program of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a program of the work within 5 days from the stipulated date of start of the work based on computer software such as MS Project etc. and shall update the same every fortnight.

The contractor shall submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified.

1. Project information, giving the broad features of the contract of the work under the contract, and the broad structural or other details.
2. Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
3. Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and upto date progress.
4. Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format.
5. Plant and machinery statement, indicating those deployed in the work, and their working status.
6. Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
7. Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
8. A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction/decision by the Department, broad details of the Bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
9. Progress photographs, in color, of the various items/components of the work done upto date, to indicate visually the actual progress of the work.
10. Quality assurance and quality control tests conducted during the month, with the results thereof.
11. Videography at various stages of construction right from the day of start of work to date of completion/occupation, covering all major events, inspections, visits by dignitaries etc.

1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.

1.4 If as per Municipal or prevailing rules of the secured campuses owned by IIT, Indore, no labour huts is permitted within the campus of IIT, Indore, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.

1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.

1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.

* 1. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.

1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.

1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.

1.10 Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.

* 1. Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.

1.12 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.

1.13 No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.

* 1. Only Star headed Stainless Steel screws shall be used unless otherwise specified.
  2. Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
  3. Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
  4. The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
  5. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
  6. The contractor shall not store /dump construction material or debris on metalled road.
  7. The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

1.21. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot / area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.

1.22 The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air / contaminate air.

1.23 The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

1.24 The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

1.25 The contractor shall ensure that C&D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.

1.26 The contractor shall compulsory use of wet jet in grinding and stone cutting.

1.27 The contractor shall comply all the preventive and protective environmental steps as stated in the Mo EF guidelines, 2010.

1.28 The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

1.29 The contractor shall ensure that all DG sets comply emission norms notified by MoEF.

1.30 The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

1.31 The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

1.33 Contractor shall handover the completed buildings to IIT, Indore along with a set of completion drawings and service plans.

1.34 The agency is permitted for erect the site office, store yard and ground water extraction facility temporarily near the place of construction free of cost. Contractor shall remove such structures on completion of work.

1.35 IIT, Indore shall provide security clearance and access to contractor’s materials and labour to site of work and electricity connection on payment of usual charges.

* 1. **RATES**

3.4.1 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers

housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

3.4.2 The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies (including works contract tax and GST).

3.4.3 No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

3.4.4 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / labouratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-

Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.

3.4.5 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

3.4.6 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

**3.5 CLEANLINESS OF SITE**

The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be.

So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

**3.6 INSPECTION OF WORK**

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Superintending Engineer IIT Indore and other senior officers of IIT Indore in addition of the Engineer-in-Charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of IIT Indore Authorities shall be inspecting the on-going work at site at any time with or without prior intimation.

**4.8** **CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES /**

**SUB- CONTRACTORS**

**4.8.1** The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by Madhya Pradesh Pollution control board, Govt. of Madhya Pradesh.

Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

* + 1. The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the IIT, Indore (M.P.).

**4.8.3** Against any claim(s) arising out of such disputes. The Contractor shall :

* 1. Allow use of scaffolding, toilets, sheds etc.
  2. Properly co-ordinate their work with the work of other Contractors.
  3. Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.
  4. Provide electricity and water at mutually agreed rates.
  5. Provide hoist and crane facilities for lifting material at mutually agreed rates.
  6. Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
  7. Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
  8. Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

**4.8.4** The work should be planned in a systematic manner so as to ensure

proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, fire fighting, information technology, communication & electronics and any other services.

**4.8.5** Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

4.8.6 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

### TENDER

I/We have read and examined the notice inviting tender, schedule ‘F’ Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, particular specification, Schedule of Rates& 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 Director, IIT Indore within the time specified in Schedule ‘F’ viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

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

A sum of **Rs. 34,088/-** is hereby forwarded in online deposit receipt/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. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director 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 Director, IIT Indore or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT-Indore in future forever. Also, if such a violation comes to the notice of Department any time, 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: Postal Address

Address:

Occupation:

### ACCEPTANCE

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

Signature ………………………………………

Dated: Designation ………………………………….

\* To be filled in by Executive Engineer, IIT Indore Estate Division, IIT-Simrol Campus, Indore

### PERFORMA OF SCHEDULES

**SCHEDULE ‘A’**

Schedule of quantities (as per PWD-3): Enclosed

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description of item | Quantity | Unit | Rates at which the material will be charged to the  contractor | Place of issue |
| 1 | 2 | 3 |  | 4 | 5 |
| NIL | | | | | |

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

### SCHEDULE ‘D’

Extra schedule for specific requirements/document As per the additional for the work, if any: condition & specification attached.

### SCHEDULE ' E’

Reference to General Conditions of contract**:** GCC 2014, CPWD Form 7 modified and

corrected up to and including No.

### DG/CON/303 dated 16.07.2018.

Name of Work **: Supply,Installation,Testing and Commissioning of Area Lighting at IIT-Indore**

1. Estimated cost of work : **Rs.17,04,410/-**
   1. Earnest Money : **Rs.34,088/-**(No interest will be paid)
   2. Performance Guarantee : 5% of tendered value (No interest will be paid)
   3. Security Deposit : 2.5% of total value in each RA bill (No Interest will be paid)

### SCHEDULE ' F’

**GENERAL RULES & DIRECTIONS:**

Officer inviting tender: : **Project In Charge , IIT Indore Estate Division, IIT-Simrol campus, Indore.**

2(v) Engineer-in-Charge : **Project In Charge , IIT Indore Estate Division, IIT-Simrol campus, Indore.**

2(viii) Accepting Authority : **Project In Charge , IIT Indore Estate Division, IIT-Simrol campus, Indore.**

2(x) Percentage on cost of materials and

Labour to cover all overheads and profits : **15%**

2(xi) Standard Schedule of Rates: : **Delhi Schedule of Rates 2018 with**

### correction slips

(xii) Department : **Indian Institute of Technology Indore**

9(ii) Standard CPWD Contract Form : **GCC 2014 CPWD Form 7 modified and**

### corrected up to and including No. DG/CON/303 dated 16.07.2018.

**Clause 1**

1. Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof

from the date of issue of letter of acceptance : **05 (Five) days**

1. Maximum allowable extension with late fee @ 0.1% of Performance Guarantee amount per day beyond the

Period provided in (i) above **: 02 (Two) days**

### Clause 2

Authority for fixing compensation under clause 2: Director, IIT Indore

**Clause 2A**

Whether Clause 2A shall be applicable : **NO**

### Clause 5

Number of days from the date of issue of letter

of acceptance for reckoning date of start : **05 (Five) days**

### Mile Stone(s) as per table given below

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.**  **No.** | **Description of Milestone (Physical)** | **Time allowed in days (from date of start)** | **Amount to be with-held in case of non- achievement of mile**  **stone** |
| 1 | Delivery of Technical details of material to be delivered | 07 Days | 1 % of the tendered value of the work |
| 2 | Delivery of 100% material | 20 days | 1 % of the tendered value of the work |
| 3 | Installation of 100% material | 25 days | 1 % of the tendered value of the work |
| 4 | Testing & handing over of whole system | 30 days | 1 % of the tendered value of the work |

Time allowed for execution of work **: 01 (One) month Authority to decide:**

1. Extension of time : **Dean of planning , IIT Indore**
2. Rescheduling of milestones : **Dean of planning , IIT Indore**
3. Shifting of date of start in case of

delay in handing over of site : **Dean of planning, IIT Indore**

### Clause 6, 6A

Clause applicable - (6 or 6A) : **Clause 6A Clause 7**

Gross work to be done together with net payment

/adjustment of advances for material collected, if any, since the last such payment for being

eligible to interim payment **: NA**

### Clause 7A

**Whether Clause 7A shall be applicable :No**

No Running Account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

### Clause 10A

List of testing equipment to be provided

By the contractor at site lab. : **NA**

### Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable : **NA**

### Clause 10C : NA

Component of labour expressed as percent of Value of work.

### Clause 10CA : NA

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No | Material covered under this clause | Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale  Price Index to be followed | Base Price of all Materials covered under clause 10 CA |
|  |  | NA |  |

**Clause 10CC**

Clause 10 CC to be applicable in contracts where the stipulated

period of completion exceeding the period shown in next column : NA

### Clause 11

Specifications to be followed

for execution of work : **C.P.W.D Specifications Clause 12**

Type of work : Original & Project work

|  |  |  |
| --- | --- | --- |
| 12.2. & 12.3 | Deviation Limit beyond which clauses  12.2 & 12.3 shall apply for building work : | **30%** |
| 12.5 | (i)Deviation Limit beyond which clauses  12.2 & 12.3 shall apply for foundation work : (Except Earth Work)  (ii)Deviation Limit for items in earth work : | **30%**  **100%** |
|  | Sub head of DSR and or related items. |  |

### Clause 16

Competent Authority for

deciding reduced rates **Project In Charge,IIT Indore**

### Clause 18

**List of mandatory machinery, tools & plants :** All T&P as required to carry

**to be deployed by the contractor at site:-** out the electrical work

**Clause 25 For Total Claim above Rs. 25 Lakhs**

|  |  |
| --- | --- |
| **Designation** | **Constitution of Dispute Redressal Committee (DRC)** |
| Chairman | **Director IIT Indore will nominate the names** |
| Member |
| Member |
| Presenting Officer | Project In-Charge (IIT Indore). |

**For Total Claim upto Rs. 25 Lakhs**

|  |  |
| --- | --- |
| **Designation** | **Constitution of Dispute Redressal Committee (DRC)** |
| Chairman | **Director IIT Indore will nominate the names** |
| Member |
| Member |
| Presenting Officer | Project In-Charge (IIT Indore) |

**Clause 31**

Whether Clause 31 shall be applicable Yes

### Clause 36 (i)

**Requirement of Technical Representative(s) and recovery Rate**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.  No. | Minimum Qualification of Technical Representative | Discipline | Designation (Principal Technical/ Technical Representative) | Minimum Experienc e | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of  clause 36(i) | |
| Fig  ures | Words |
| 1 | Graduate Engineer or Diploma Engineer | Electrical/ Mechanical | Project Manager cum planning/ quality/ Site/ billing Engineer | 2 years  5 years | 1 | **Rs.15000/-** | Rupees Fifteen thousand only |

**Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers**.

**Clause 42 : Not Applicable for Electrical**

**Works**

**FORM OF EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor (Name of contractor) (hereinafter called “the Contractor”)

has submitted his tender dated (date) for the construction of

.............................................. (name of work) (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these parents that we (name of bank) having our

registered office at (hereinafter called “the Bank”) are bound unto

**Executive Engineer , IIT Indore Estate Division, IIT-Simrol campus, Indore.** hereinafter called “the Engineer- in-Charge”) in sum of Rs................................. (Rs. In words ) for which

payment will and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .................... day of .................... 20..;;

THE CONDITIONS of this obligation are:

1. If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
2. If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
   1. fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
   2. fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
   3. fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
   4. fails or refuses to submit fresh Bank Guarantee of an equal amount of this BankGuarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date.\* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the Director, IIT Indore (hereinafter called “IIT Indore”) having offered to accept the terms and conditions of the proposed agreement between…………………………………………………….and……………………………….

(hereinafter called “the said contractors”) for the work ……………………………………………………………………..(hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs……………( Rupees…………..only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we……………………………………………….. (indicate the name of the bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the IIT Indore an amount not exceeding Rs……………………(Rupees……………………………………………….only) on demand by the IIT Indore.

2. We ………………………………………….(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the IIT Indore stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…………………(Rupees………………………………………………………only).

3. We, the said Bank further undertake to pay to the IIT Indore any money so demanded notwithstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment.

4. We…………………………………….(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIT Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IIT Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee.

1. We …………………………………….(Indicate the name of the Bank) further agree with the IIT Indore that the IIT Indore shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIT Indore against the said contractors and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any for-bearance, act of omission on the part of the IIT Indore or any indulgence by the IIT Indore to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
2. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
3. We …………………… …………. (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIT Indore in writing.
4. This guarantee shall be valid upto\_\_\_\_\_\_\_\_\_\_ Unless extended on demand by IIT Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) and unless a claim in writing is lodged with within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Indicate the name of Bank).

**PART -B**

COMMERCIAL AND ADDITIONAL CONDITIONS, MATERIAL TECHNICAL SPECIFICATIONS & LISTS OF APPROVED MAKES**.**

* 1. **COMMERCIAL AND ADDITIONAL CONDITIONS**

**I : General**

1. **SCOPE OF WORK:**

The specifications given below covers the items of works as per attached schedule of work for the execution of following works to be carried out at IIT-indore

**Name of Work:**

**“Supply,Installation,Testing and Commissioning of Area Lighting at IIT-Indore”**

The work involves the following components.

* + Supply, installation, testing and components of area lighting poles and fittings, decorative type light poles with lentern type decorative LED fittings, Lighting DB’s with cabling and other related work. Additional work if required as per site conditions shall be done by the contractor.

1. ~~The contractor shall be registered as Class-IV and above composite contractor in CPWD~~. The contractor should possess valid class -“A” electrical license issued by competent authority in case the main contractor is not having valid class -“A” electrical license of the appropriate category/ class in their name, they shall engage associate contractors having valid electrical license of eligible class for execution of work.
2. The work shall be carried out strictly in accordance with the CPWD general specification for electrical works part-I 2013 & part-II external 1994 and part-IV – Substation 2007 as amended up to date). All installations shall comply with the requirement of Indian electricity rules, 1956 as amended up to date. In case of items not covered by the above specification, the work shall be carried out as per the instruction of the Engineer-in-charge.
3. The contractor shall execute the whole work in the most substantial and workman like manner in strict accordance with the specifications, approved design, drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer-in- Charge.
4. Before tendering, the contractor shall inspect the site of work and structures and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of go-downs, stores and camp, transport facilities, constraints of space for establishment, weather condition at site, the extent of leads and lifts involved in execution of work etc., which may affect or influence the tenders.
5. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.
6. The work shall be carried out in such a manner so as not to interfere or adversely affect or disturb other works being executed by other agencies, if any.
7. Any damage done by the contractor to any existing works or work being executed by other agencies shall be made good by him at his own cost.
8. The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
9. For completing the work in time, the contractor may have to work in two or more shifts and

no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.

1. The drawings for the work issued by the Engineer-in-Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
2. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.
3. The works to be undertaken by the contractor shall inter-alia include the following:
4. ~~Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable~~.
5. Obtaining of Statutory permissions where-ever applicable and required.
6. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
7. Warranty obligation for the equipments and / or fittings/fixtures supplied by the contractor. Contractor shall provide all the shop drawings or layout drawings for all the co-ordinated services before starting any work or placing any order of any of the services etc. These shop drawings /layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.
8. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contractor under this contract.
9. No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
10. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants, scaffolding etc, would be entertained under any circumstances.
11. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
12. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the program for execution of work accordingly. Nothing extra shall be paid on this account.
13. Unless otherwise specified in the Schedule of Quantities the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.
14. The contractor shall give a performance test of the entire installation (s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
15. In case of any difference in the Hindi version and English version in any of the condition of contract, English version shall prevail.
16. Senior Officers of IIT-Indore, Dignitaries from Central Ministry / Department, Officials from IIT Indore shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing.
17. Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
18. Display of up to date Bar chart, CPM and PERT Chart etc.
19. Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.
20. Keep one sets of plastic / cloth mounted building drawings.
21. Sets of Helmets and safety shoes for exclusive use for officers/dignitaries visiting at site.
22. Approval of Engineer – in – charge shall be taken well in advance for all materials to be used in the work. The decision of the Engineer in charge about the make is final and binding on the contractor.
23. The contractor shall make his own arrangement for storage & watch ward of materials at his own cost till the final handing over the installation to client department.
24. The electrical work shall be carried out according to the drawing & schedule supplied subject to change if any made by the Engineer – in – charge.

### ~~Drawing for approval on award of the work~~

~~The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-Charge before start of the work. These drawing shall be submitted to division office within~~ **~~2 weeks~~** ~~after award of work The approval drawings, however, does not absolve the contractor not to supply the equipments/materials as per agreement, if there is any contradiction between the approved drawings and agreement.~~

* 1. ~~Layout of compound lights, cable laying routes.~~
  2. ~~Any other drawings relevant to the work.~~

1. ~~Drawings / Documents to be furnished on completion of installation.~~
2. ~~Three sets of the following drawings/ documents (hard copies) shall be submitted by the contractor while handing over the installation to the Department. The drawing shall be developed on AutoCAD showing all electrical points with layout and a CD containing the drawings shall also be submitted.~~
3. The contractor has to follow the local security /safety rules and regulations prevailing in the area.
4. The entire installation shall be guaranteed for proper operation for a period of 12 months from the date of taking over. All defects noticed during this period shall be rectified immediately.
5. The contractor shall also supply insulation and earth test reports, before the installations are handed over to the engineer-in-charge in good condition as required under CPWD specifications, failing which a recovery will be made as per instruction of engineer in charge
6. All statutory recovery of taxes will be effected from the bills as per prevailing rules including construction workers welfare cess
7. The quantities given in the schedule are subject to change to suit site conditions.
8. **Interpreting Specifications**

In interpreting the specifications the following order of decreasing importance shall be followed in case of contradictions:

* 1. Schedule of quantities.
  2. Drawing (if any).
  3. General Specification.
  4. Relevant IS or other international code in case IS is not available

### RATES TAXES AND DUTIES:

1. The work shall be treated as on works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes (including GST), duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risk, overhead charges, general liabilities/ obligations etc.
2. Work contract tax for the work shall be included within the quoted rates for the various items and recovery of the same will be made as per the rule in force.
3. ~~Reimbursement of levy/ taxes if any levied after receipt of tenders will be made as per Clause-38 of GCC.~~
4. All Statutory deductions like Work Contract Tax, Construction Workers welfare Cess recovery etc at applicable rates will be made from the Contractors bill.

### C.1.1 COMMERCIAL & TECHNICAL CONDITIONS FOR ELECTRICAL INSTALLATIONS

* 1. General:

The work shall be generally carried out in accordance with schedule of quantities and the following specifications and conditions.

* + 1. CPWD General Specifications for Electrical work Part I Internal – 2013, as amended up to date.
    2. CPWD General Specifications for Electrical work Part II External – 1994, as amended up to date.
    3. Commercial and Additional conditions for this work.
    4. The Indian Electricity Act, 2003 as amended up to date.

f) Indian Electricity Rules 1956 amended up to date.

1. Guarantee & Defect Liability Period:

All equipments shall be guaranteed for a period of 12 months (except LED fittings including the driver which shall be guaranteed for minimum 5 years), from the date of taking over the installation by the department, against unsatisfactory performance and/or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor.

The tenderer shall guarantee among other things, the following vis-à-vis specifications.

* 1. Quality, strength and performance of the materials used.
  2. Satisfactory operation during the maintenance period.

1. LED fittings, as a whole including driver are guaranteed for 5 years.
2. The guaranty for LED fittings is to be got submitted from the manufacturer also in addition to the guarantee from the contractor. The manufacturer should give undertaking that in case of discontinuation of model and non-availability of spares, they will replace the fittings with equivalent/ high end model in case of manufacturing defect during the warranty period of 5 years in Annexure – X.
3. Data and Program to be furnished by the tenderers:

The Contractor shall prepare the program chart for the execution of the work showing clearly all activities from the start of work to the completion required for the completion of the work within the stipulated period and submit the same to the Engineer-in-Charge within fifteen days after the issue of letter for commencement of the work. The Contractor shall also submit monthly program and progress reports and update / re-schedule the same every month. These shall be submitted by the contractor in soft copy also besides forwarding hard copy of the same.

1. Extent of work:

The work shall comprise of entire labor including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department.

Minor building works necessary like making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc as required to be undertaken. Obtaining safety certificate from electrical inspectorate for the electrical installation, if required for which no extra payment will be paid. However statutory payment will be made by the department.

1. Verification of correctness of material at Destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipments/components/accessories from the manufacturers has been supplied and installed.

The contractor shall submit makes, models and the factory test reports of all fittings and fans for approval of Engineer-in-charge before the delivery of material at site.

3 The main contractor shall also enter into an Affidavit of ‘Memorandum of understanding’ with the approved associated contractor on Non-Judicial Stamp Paper as per the enclosed Performa and submit this ‘MOU’ duly completed (duly signed by him and the associated Contractor) before commencement of work.

1. Project In Charge shall be the Engineer-in-Charge as far as E & M works are concerned. It will be obligatory on part of the main contractor to sign the tender documents for all the components.
2. The main agency shall be responsible for all acts of omissions and submissions of the Associated Contractor engaged by him, even with approval of department.
3. Approval of the Engineer-in-charge shall be taken well in advance for all the materials to be supplied and used in all the works by the contractor. (Decision of the Engineer-in- charge is final and binding on the contractor). After approval of the materials by the department, the agency shall procure the materials from the OEM/authorized distributor/dealer as the case may be. Further, All the materials to be supplied by the contractor shall be procured & brought to site as per requirement at site of work in consultation with department so that these materials are not damaged & their manufacturer’s warrantee.

### Security deposit will be returned on successful completion of guarantee period of 5 years.

1. The contractor has to make his own arrangements for stores and watch and ward and no extra claim for this will be entertained.
2. Running payment for Electrical/Mechanical components shall be made by the project in charge directly to the main Contractor. The main contractor shall make the payment to associated Contractor within 15 days of receipt of each running account payment.
3. Payments terms:

Following payment terms shall be applicable.

* 1. No advance payment shall be made.
  2. Following percentage of contract rates shall be payable against the stage of work shown herein:
  3. Payment related to supply, installation testing & commissioning.

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Stage** | **Amount in %** |
| 1. | On supply of material at site in good condition on pro-  rata basis along with test certificates, guarantee of manufacturer against defect, performance | 60% |
| 2. | On completion of pro-rata installation. | 20% |
| 3. | On commissioning and completion of successful running  in period | 15% |
| 4 | Handing over of the total installations to the Department | 05% |

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

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

1. The main contractor shall be responsible for coordinating the activities of all works and will ensure progress of works as per laid down program.
2. The main contractor and / or his Associated Contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-charge and will comply with the remarks therein.
3. The contractor shall make his own arrangement at his own cost for electrical / General Tools and plants required for the work.
4. The connections, inter-connections, earthing and loop earthing shall be done by the contractor wherever required to be done for energization of the installation and nothing extra shall be paid on this account.
5. The contractor must be able to work on concrete slabs / walls as and when required and in complete coordination with the civil works. Cutting of chases in the plastered wall shall in no case be allowed. The contractor shall fix conduits and boxes in the walls soon after the brick work is completed and finish the chase to rough surface with proper cement sand mixture. Only in exceptional cases e.g. where cutting of plastered surface cannot be avoided it will be contractor’s responsibility to ensure that plastering is done to match the original finish at no extra cost.
6. The contractor shall remove all the debris due to the E & M works from the site as soon as the work is completed.

### The cabling route shall be marked by the contractor in the drawing first, and shall be got approved from the Engineer-in-charge.

1. The rupturing capacity of the MCBs shall be 10 KA minimum. The MCBs shall have ISI mark. Quantities of MCBs of different rating of 6 amps to 40 amps shall be brought in consultation with the Engineer-in-Charge or his representative.
2. RCCB/ELCB/Timers shall have ISI marks. ELCB/RCCB used shall have leakage current rating of 30 mA.
3. ~~All the MCCBs shall be rated for Ics only, as specified.~~
4. The copper wire to be used on this work shall be FRLS type and ISI marked.
5. a. ~~Make of MCB/MCCB/RCCB/ELCB shall be the same as the make of MCB DB.~~
6. All the switch boxes, MCBDBs are to be covered with plastic sheet / petroleum jelly when installed in brick work till the plastering / painting is done to avoid sticking of cement plaster/ splashes of the paint. Cement plaster / paint are to be cleaned immediately after plaster to avoid rusting of switch boxes and MCB DBs. The plastic sheet is to be removed at the time of handing over.
7. All the metal boxes housing control switches, regulators and plug sockets, etc. shall be suitably earthed and no extra amount is payable on this account.
8. All the switch boards/ MCB DB’s shall be of outdoor type (IP65/66 rating).
9. Panel board shall be powder coated.
10. The Contractor shall furnish documentary proof like delivery challans of purchasing GI poles, outdoor LED fittings, Wires, Modular switches & accessories, MCBs/RCCB/ELCB/Timers, MCBDB, accessories and other items from the manufacturers or their authorized dealers to the satisfaction of the Engineer-in-charge.
11. All PVC conduits accessories shall be of the same make as conduits. The Conduits shall be terminated at switch boxes/metallic junction boxes with suitable PVC glands/check nuts.
12. Cutting of brick walls shall be with chase cutting machine only. All repairs and patch works shall be neatly carried out to match the original finish and to the entire satisfaction of the Engineer in Charge.
13. All the sub main and circuit wiring includes loose wire for connections inside switch boxes and MCBDBs. No payment for these loose wires shall be made. However wires within the cubicle panel will be measured and paid under relevant item of work.

All the circuits / sub-main wiring are to be suitably numbered with stickers / marker pen at LT panel, MCBDBs, switch boards (on backside of cover plate) for ease of maintenance. Nothing shall be paid extra on this account.

1. The contractor shall submit the completion report ~~separately in triplicate on blue print/ computer plotted with one set on tracing “Cloth” as per Clause-8 of the contract~~ within 10 days after the completion of work. In case, the contractor fails to submit the plan, he shall be liable to pay a sum equivalent to 0.1% of tendered value or limit prescribed in Schedule-F, ‘whichever is more’ as may be fixed by the Project in charge IIT Indore concerned and in this respect the decision of the Superintending Engineer is final & binding on the contractor.
2. The connection between incoming switch / isolator and bus bar shall be made with suitable size of thimble and cable at no extra cost.
3. Copper conductor of insulated cables of size 1.5 Sq.mm and above shall be stranded and terminals provided with crimped lugs.
4. All sub-main wiring shall be terminated in the main board with suitable copper lugs and thimbles for which nothing extra will be paid on this account.
5. All hardware items such as screws, thimbles, GI wire etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
6. All hardware items such as nuts/ bolts/ screws/ washers etc. to be used in work shall be zinc/ cadmium plated iron.
7. While laying conduit, suitable size junction boxes shall be provided for pulling the wire as per the decision of the Engineer In Charge.
8. **Materials to be used in work are to be ISI marked**. The make of the materials have been indicated in the list of acceptable makes. No other makes will be acceptable. The materials to be used in the work shall be got approved by the project in Charge / his representative before its use at site. The project in charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not acceptable.
9. All statutory deductions like WCT, Labour welfare cess etc. shall be made from the bills.
10. The contractor has to follow the local security /safety rules and regulations prevailing in the area.
11. The entire installation (except LED fixture which shall be guaranteed for 5 years) shall be guaranteed for proper operation for a period of 12 months from the date of taking over. All defects noticed during this period shall be rectified immediately.
12. The contractor shall also supply insulation and earth test reports, before the installations are handed over to the engineer-in-charge in good condition as required under CPWD specifications, failing which a recovery will be made as per instruction of Engineer in Charge.
13. INSURANCE AND STORAGE:
    1. All consignments are to be duly insured up to the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
14. **Material Technical Specification:**
    1. Annexure-1 (For street light pole and decorative arms)
    2. Annexure-2 (For 70W LED street light fixture)
    3. Annexure-3 (For 30W LED street light fixture)
    4. Annexure-4 (For outdoor feeder pillar)
    5. Annexure-5 (For Junction light poles)
    6. Annexure-6 (For 50W LED junction light fixture)

ANNEXURE – X

### UNDERTAKING LETTER FROM MANUFACTURERS OF LED FITTINGS

**(To be submitted along with supply of fittings)**

**We hereby agree that**

* 1. All the LED fittings supplied by us are guaranteed for five years including drivers from the date of handing over.
  2. In case of manufacturing defect, discontinuation of model and non-availability of spares, we will replace the fittings with equivalent/ high end model during the warranty period of 5 years.

### For M/S ,

**………………………….**

**(Authorized signatory of manufacturer of LED luminaries) Counter Signature,**

**Major contractor**

Annexure 1

**Detailed Specifications of Street light Pole**

Supplying of Hot dipped galvanized 6 mtr height octagonal pole with asymmetric arms.

The pole structural design shall be as per ILE TR7 considering the wind speed as per IS:875, the HT steel for construction should be as per BSEN10025 grade S355Jo.

Hot dip galavansing on both internal and external surfaces as per IS 2629/IS 2633/IS4759 with minimum coating thickness of 70 microns through a single dipping process.

The pole shall also be provided with hinged flush door of approx 500 mm length at an elevation of 1m from the base plate with proper strengthening to the cutout of the door opening so as to provide the weather proof electrical junction box.

Each pole shall be complete with a Bakellite sheet complete with DIN rail, 10 amps, 10 kA DP MCB (Make – Legrand/L&T/Siemens/Schneider/Hager/ABB). Screwless DIN mounting Connectors suitable for 16 sq. mm. terminations complete with DIN bar, shoting links, end locks etc as required (Wago / Pheonix make).

Also the supply of 3 x 1.5 sqmm FRLS PVC isolated multistranded copper conductor cable from junction box to the luminaries complete including 1 No. 3 (three) terminations with insulated copper lugs etc will be supplier scope. (Cable make – RR Kabel / Finolex / Havells)

The pole shall be supplied with suitable size of GI base plate and rate shall also include the supply of ~~600mm long 'J' type GI foundation bolts of min. 20mm dia each with~~ three GI nuts and two GI washers (EN.8 grade) etc complete for the installation purpose. **Base plate shall be match with the provision made in civil foundations constructed at site.**

Arrangements shall be made on pole so that two decorative brackets can be installed, one at the height of 6 meter and another at 4.5 meter height from ground. Design of bracket is attached.

The pole shall have a minimum Outer A/F (across face) of 130mm at bottom and 70 mm at top. The pole shall have a minimum section thickness of 3 mm. Pole will be painted at site (after installation) and the time for this paint will be as per Engineer In-Charge (IITI) requirement but within 1 year of supply.

The pole shall be fabricated in a single section. Unloading at IITI site will be under the Supplier scope and Poles shall be delivered in proper packing at IITI site. The poles shall be dispatched from manufacturing site only after the inspection and approval of the material by Institute authority. (The travelling expense of the Institute representative will be borne by institute).

Complete pole samples are installed in IITI campus and contractors are requested to contact the IITI officials for inspection.

**Detailed Specifications of Decorative arms**

Supply of 1 meter and 0.5 meter hot dip galvanized single arm decorative brackets suitable to mount on above pole. 1 meter bracket will be installed at the height of 6 meter and 0.5 meter bracket at the height of 4.5 meter. 70 watt LED fixture will be installed at 6 meter and 30 watt LED at 4.5 meter, accordingly the provision shall be kept for fixing of the same. The design of the decorative bracket will be as per the drawing attached & also sample is installed in campus for ready reference. The bidders can request for site visit so as to look at the samples installed.

A close up of a map

Description automatically generated

Annexure 2

**SPECIFICATION OF 70 WATTS LED STREET LIGHT**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Parameter** | **Description** |
| 1 | Input Voltage | 110 V to 275 V AC (47 - 53 Hz) |
| 2 | Power consumption | 72 ± 2W |
| 3 | Light Source | SMD LED white (Make- Nichia/Osram/Cree/Philips |
|  |  | Lumileds) with **LM79 and LM 80 report – report shall be submitted with technical bid** |
| 4 | LED Life | > 50,000 Hrs. |
| 5 | Color Temperature | 5500 to 6500 0 K |
| 6 | System efficacy | ≥ 95 lumens/watt |
| 7 | CRI | ≥ 70 |
| 8 | Beam Angle | 120 0 (Approx.) |
| 9 | Driver Type | Constant current isolated. |
| 10 | Power Factor | ≥ 0.95 |
| 11 | Protections | Short ckt, Open ckt, Over Voltage, Under Voltage, (All |
|  |  | protections should be auto restart ) |
| 12 | THD | ≤ 10% |
| 13 | Electronic efficiency | ≥ 85 % |
|  | Surge withstand | Minimum 4 kV |
| 14 | Working Temp | -10 0 to + 50 0 C |
| 15 | Enclosure | Pressure Die Cast Aluminum with efficient heat |
|  |  | dissipation design and coating |
| 16 | Cover | Toughened glass |
| 17 | Ingress Protection | IP 65/ IP66 (certificate required) |
| 18 | Mounting pipe dia. | 40 – 60 mm. |
| 19 | Connecting cable | 3 core (minimum 0.5mm2 )ISI marked , |
|  |  | Minimum Length 1 Mtr. |
| 20 | Warranty | Minimum 5 years from the date of installation & handing over.  Original certificate from OEM needs to be submitted |
| 21 | Printing/engraving | No printing/engraving on luminary |
| 22 | Make of Material | Philips/Wipro/Bajaj/Crompton/K-Lite/NERI/Greenstar |

**NOTE: 1. The product must be certified by**

1. **Bureau of Energy Efficiency (BEE) and**
2. **Bureau of Indian Standards (BIS) / NABL**

**for comprehensive performance, safety and quality standards for LED lighting and necessary approvals should be submitted along with technical bid.**

**2. Technical compliance sheet is mandatory in technical bid.**

Annexure 3

**SPECIFICATION OF 30 WATTS LED STREET LIGHT**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Parameter** | **Description** |
| 1 | Input Voltage | 110 V to 275 V AC (47 – 53 Hz) |
| 2 | Power consumption | 30 ± 2W |
| 3 | Light Source | SMD LED white (Make- Nichia/Osram/Cree/Philips |
|  |  | Lumileds) with **LM79 and LM 80 report – report shall be submitted with technical bid** |
| 4 | LED Life | > 50,000 Hrs. |
| 5 | Color Temperature | 5500 to 6500 0 K |
| 6 | System efficacy | ≥ 95 lumens/watt |
| 7 | CRI | ≥ 70 |
| 8 | Beam Angle | 120 0 (Approx.) |
| 9 | Driver Type | Constant current isolated. |
| 10 | Power Factor | ≥ 0.95 |
| 11 | Protections | Short ckt, Open ckt, Over Voltage, Under Voltage, (All |
|  |  | protections should be auto restart) |
| 12 | THD | ≤ 10% |
| 13 | Electronic efficiency | ≥ 85 % |
|  | Surge withstand | Minimum 4 kV |
| 14 | Working Temp | -10 0 to + 50 0 C |
| 15 | Enclosure | Pressure Die Cast Aluminum with efficient heat |
|  |  | dissipation design and coating |
| 16 | Cover | Glass / Acrylic |
| 17 | Ingress Protection | IP 65/ IP66 (certificate required) |
| 18 | Mounting pipe dia. | 30 – 50 mm |
| 19 | Connecting cable | 3 core (minimum 0.5mm2 )ISI marked , |
|  |  | Minimum Length 1 Mtr. |
| 20 | Warranty | Minimum 5 years from the date of installation & handing over. Original certificate from OEM needs to be submitted |
| 21 | Printing/engraving | No printing/engraving on luminary |
| 22 | Make of Material | Philips/Wipro/Bajaj/Crompton/K-Lite/NERI/Greenstar |

**NOTE: 1. The product must be certified by**

1. **Bureau of Energy Efficiency (BEE) and**
2. **Bureau of Indian Standards (BIS) / NABL**

**for comprehensive performance, safety and quality standards for LED lighting and necessary approvals should be submitted along with technical bid.**

**2. Technical compliance sheet is mandatory in technical bid.**

**Annexure 4**

**Outdoor Feeder Pillar details**:

|  |  |  |
| --- | --- | --- |
| [**SR.NO**](http://sr.no/)**.** | **ITEM DESCRIPTION** | **QTY.           (IN NOS.)** |
| **1** | **OUTDOOR FEEDER PILLAR** | **1** |
|  | **DOUBLE DOOR TYPE (IP-65) WITH CANOPY** |  |
|  | **fabricated with 2mm thick, CRCA sheet, power coated** |  |
|  | **Along with ANGLE STAND OF 2 FEET SIZE 35X35X5 mm** |  |
|  | **cable gland sheet at bottom** |  |
|  | **INCOMER** |  |
|  | **32A TPN MCB, ‘C’ curve,** | 1 |
|  | **0-24HRS DOUBLE DIAL TIMER astro timer** | 1 |
|  | **AUTO/MANUAL SELECTOR SWITCH** | 1 |
|  | **40A DP CONTACTOR** | 1 |
|  | **40A DOUBLE POLE ELCB (30mA)** | 1 |
|  | **CONTROL MCB 6A SP** | 2 |
|  | **PUSH BUTTON START\STOP** | 2 |
|  | **ON INDICATION** | 1 |
|  | **OUTGOING** |  |
|  | **6-16A SP MCB** | 5 |
|  | **NEUTRAL LINK** | 5 |
|  |  |  |

Annexure 5

**Detailed Specifications of Junction light Pole**

Supplying of Hot dipped galvanized 4 mtr height pole with symmetric arms.

Hot dip galvanized to IS 2629:1985/ IS 4759:1996 / IS 2633:1986. Material for tube: steel of grade YSt 210 to IS 3601:2006 in galvanized condition. Material for base plate: Steel of grade E250 to IS 2062:2011 in galvanized condition.

The pole shall also be provided with hinged flush door of approx 500 mm length at an elevation of 500 mm from the base plate with proper strengthening to the cutout of the door opening so as to provide the weatherproof electrical junction box.

Pole coated with epoxy zinc phosphate primer and finished using environmentally stable polyurethane-based paint. Sample poles are installed in the campus and accordingly the contractor will be required to supply the similar type pole (same color and size).

Each pole shall be supplied & fitted with complete 32 Amp Ramanuj stud type 4 way terminal block (as shown in diagram, complete in all respect) 10 amps, 10 kA SP MCB (Make – Legrand/L&T/Siemens/Schneider/Hager/ABB). Screwless DIN mounting Connectors suitable for 16 sq. mm. terminations complete with DIN bar, shoting links, end locks etc as required (Wago / Pheonix make).

Also the supply of 3 x 1.5 sqmm FRLS PVC isolated multistranded copper conductor cable from junction box to the luminaries complete including 1 No. 3 (three) terminations with insulated copper lugs etc will be supplier scope. (Cable make – RR Kabel / Finolex / Havells)

The pole shall be supplied with suitable size of base plate and rate shall also include the supply of 600mm long 'J' type GI foundation bolts of min. 20mm dia each with three GI nuts and two GI washers (EN.8 grade) etc complete for the installation purpose.

The pole shall be fabricated in a single section. Unloading at IITI site will be under the Supplier scope and Poles shall be delivered in proper packing at IITI site, so that no scratches are found after installation. Size of pole and thickness is shown in the diagram attached.

The poles shall be dispatched from manufacturing site only after the inspection and approval of the material by Institute authority. (The travelling expense of the Institute representative will be borne by institute)

The sample of complete pole is installed in campus for ready reference. The bidders can request IITI officials for site visit so as to look at the samples installed.

A close up of a map

Description automatically generated

Annexure 6

**SPECIFICATION OF 50 WATTS LED JUNCTION LIGHT**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Parameter** | **Description** |
| 1 | Input Voltage | 110 V to 275 V AC (47 - 53 Hz) |
| 2 | Power consumption | 50 ± 5W |
| 3 | Light Source | SMD LED white (Make- Nichia/Osram/Cree/Philips |
|  |  | Lumileds) with **LM79 and LM 80 report – report shall be submitted with technical bid** |
| 4 | LED Life | > 50,000 Hrs. |
| 5 | Color Temperature | 4000 0 K |
| 6 | System efficacy | ≥ 110 lumens/watt |
| 7 | Power Factor | ≥ 0.95 |
| 8 | Protections | Short ckt, Open ckt, Over Voltage, Under Voltage, (All |
|  |  | protections should be auto restart ) |
| 9 | THD | ≤ 10% |
| 10 | Electronic efficiency | ≥ 85 % |
| 11 | Surge withstand | Minimum 4 kV |
| 12 | Working Temp | -10 0 to + 50 0 C |
| 13 | Cover | Toughened glass |
| 14 | Ingress Protection | IP 65/ IP66 (certificate required) |
| 15 | Mounting pipe dia. | AS PER POLE SPECIFICATIONS |
| 16 | Connecting cable | 3 core (minimum 0.5mm2 )ISI marked ,Min. Length 1 Mtr. |
| 17 | Warranty | Minimum 5 years from the date of installation & handing over.  Original certificate from OEM needs to be submitted |
| 18 | Printing/engraving | No printing/engraving on luminary |
| 19 | Make of Material | Philips/Wipro/Bajaj/Crompton/K-Lite/NERI/Greenstar |

**NOTE: 1. The product must be certified by**

1. **Bureau of Energy Efficiency (BEE) or**
2. **Bureau of Indian Standards (BIS) / NABL**

**for comprehensive performance, safety and quality standards for LED lighting and necessary approvals should be submitted along with technical bid.**

**2. Technical compliance sheet is mandatory in technical bid.**

**Design :**

**C.1.2 LIST OF PREFERRED MAKES OF MATERIAL (IEI and Fans)**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Item** | **Acceptable Makes** |
| 1 | FRLS PVC insulated copper wire Gr. | R.R. Kabel/Finolex/Havells  (All with ISI Marked) |
| 2 | MCB/RCCB/ELCB/Timer | Legrand/L&T/Siemens/Schneider/Hager/ABB |
| 3 | Light Fittings | Philips/Wipro/Bajaj/Crompton/K-Lite/NERI/Greenstar |
| 4 | XLPE insulated PVC sheathed 1.1 KV grade Copper Conductor armoured UG cable. | Finolex/Havells/R.R. Kabel |
| 5 | Conical (Tubular) hot dip Galvanize, prime painted in PU base Street light pole | Bajaj/Transrail/Valmont/K-lite/NERI |
| 6 | DWC HDPE Pipe | Rex/Duraline/Kissan/Kasta/Dutron |
| 7 | Automatic Street Light Switch | Bajaj/ Swadeep/ Healer |
| 8 | Double compression cable gland | Commet/Dowell/Jainson |
| 9 | Lugs | Commet/Dowell/Jainson |
| 10 | Terminal Block | BCH/Jainson/Elmex/Connectwell |
| 11 | Selector Switch | Switron/ABB/Siemens/Schneider |
| 12 | Power Contactor | ABB-G range/Schneider (TYS-D)/Siemens (3RT)/L&T(MX) |
| 13 | Push buttons | ABB/L&T/Schneider/BCH |
| 14 | Indicating Lamps | L&T/Siemens/Schneider/ABB |

Note:-

1. Tenderers quoting for make & models other than above will be rejected.
2. The department, reserves the right to add or delete any materials and Brands in the list of approved materials/brands subject to the recovery of financial implications.

### LM79 and LM80 certificate of LED fittings shall also be submitted with technical bid.

# PART -C

**Schedule of Quantity**

**SCHEDULE OF QUANTITY**

**Name of Work:- “Supply,Installation,Testing and commissioning of Area Lighting at IIT-Indore”**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Items Description** | **Unit** | **Qty** | **Rate** | **Amount** |
| 1 | Supply, installation, testing and commissioning of Street light pole (as per specifications stated in Annexure 1) with two brackets (as per specifications & design stated in Annexure 1) on the existing foundations. | Each | 40 |  |  |
| 2 | Supply, installation, testing and commissioning of 70 watt light fixtures (as per specifications stated in Annexure 2) | Each | 40 |  |  |
| 3 | Supply, installation, testing and commissioning of 30 watt light fixtures (as per specifications stated in Annexure 3) | Each | 40 |  |  |
| 4 | Shifting (Removal & installation at different location, within campus) of street light poles from foundation, dismantling of arm and LED, removal of cable and termination. Also shifting of the poles to other location within campus will be in contractor scope. Pole height will be between 4 meter and upto 6.5 meter | Each | 6 |  |  |
| 5 | Earth work in surface excavation not exceeding 30 cm in depth but exceeding 0.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge in All kinds of soil | Sqm | 1500 |  |  |
| 6 | Earthing with GI earth pipe 4.5 Metre long, 40mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. (But without Charcoal/coke and salt) as required | Set | 3 |  |  |
| 7 | Supply and Laying of one number PVC pipe direct in trench along with clamping, saddle, nails & necessary hardware etc. as required. PVC pipe specification - 75mm PVC pipe A type self fit ultra drain | RMT | 602 |  |  |
| 8 | Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 kV grade of following size in the existing HUME/ PVC pipe as required |  |  |  |  |
| 8.1 | Upto 35 sq. mm | RMT | 800 |  |  |
| 9 | Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. |  |  |  |  |
| 9.1 | 4 x 16 Sq. mm Alu. Armard cable (without gland) | Each | 92 |  |  |
| 9.2 | 4 x 16 Sq. mm Alu. Armard cable | Each | 4 |  |  |
| 10 | Supplying and laying 6 SWG G.I. wire at 0.50 meter below ground level for conductor earth electrode, including connection/ termination with GI thimble etc. as required. | RMT | 800 |  |  |
| 11 | Supply, installation, testing and commissioning of decorative pole (as per specifications stated in Annexure 5), for post top lantern lamp fitting, on the existing foundations (five Template for Base plate shall be provided for civil foundation). Foundation work will not be contractor scope. Connection & Termination of already laid underground cable with proper lugs will be under contractor scope. Post top light fitting will be provided by Institute and accordingly installation + connection with necessary accessories on pole will be under the contractor scope. | Each | 16 |  |  |
| 12 | Supply, installation, testing and commissioning of decorative post top lantern fitting of 50 watt and as per specifications stated in Annexure 6 work include the connection with necessary accessories on pole. | Each | 16 |  |  |
| 13 | Supply, installation, testing and commissioning of the Outdoor Feeder pillar (OFP) (as per specifications stated in Annexure 4) along with necessary civil foundation, stand, etc. complete Also the cables (already laid) connection & termination in outdoor feeder pillar will be under the contractor scope | Each | 3 |  |  |

**PART-D**

**TECHNICAL BID**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| TECHNICAL BIDData Sheets to be filled up by the Tenderers/ Bidders  |  |  |  | | --- | --- | --- | | Sl. no. | Information | Format of submission | | 1 | Obligation / Compliance To Be Insured By Contractor | Annexure- “A” | | 2 | Tax | Annexure- “B" | | 3 | Indemnity by contractor | Annexure- “C" | | 4 | Joint Venture Details (if applicable) | Annexure- “D" | | 5 | Certificate in prescribed format | Annexure- “E" | | 6 | Letter of Transmittal | Ref. Page No:22 | | 7 | Form “A”-“H” | Ref. Page No:23-30 | | 8 | Schedule of Guaranteed technical particulars | Schedule-“E” | | 9 | Any other documents | Ref. Page No: 7 |   Note:  1 If necessary, additional sheets may be added to the forms.  2. Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment I to Form # Attachment 2 to Form #. etc. Annexure- “A”Obligation/Compliance to be insured by Contractor  |  |  |  |  | | --- | --- | --- | --- | | Sr.  No. | Items | Compliance of Contractor to be filled by  Contractor | | | YES | NO | | 1 | Registration |  |  | | 2 | Compliance of provisions of  Child Labor Act, and Workmen compensation Act |  |  | | 3 | To ensure treatment in case of accident / injuries suffered in Performance of work including wages and compensation under  WC Act. |  |  | | 4 | Send accident report to  Regional Labor Commissioner (RLC) |  |  |   **Annexure –“B" TAX**  Attach copy of current last three years tax returns details. Annexure- “C"INDEMNITY(To be filled by Contractor) I on behalf of M/s …………………………………………………… hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s………………………………………………………… will follow all safety rules and procedures. I declare that I M/s ………………………………………. will be responsible for any safety violations/ accident etc. IIT Indore will not be responsible in case of any accident / incident and will not compensate financially or otherwise.  I hereby declare that I am sole responsible on behalf of M/s……………………..  ………………………………………….. for giving such declaration.  ------------------------------ -----------------------  Name of Indemnifier Signature of Indemnifier  Stamp/Seal of the Indemnifier /Contractor Annexure- “E"CERTIFICATE (to be provided on letter head of the firm)  I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.  I also certify that the above information is true and correct. In every respect and in any case at a later date, if it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.  Date:  Place:  Signature of Contractor |

**SCHEDULE - "E"**

**Schedule of Guaranteed Technical Particulars for LED light fixture, streetlight poles, outdoor feeder pillar.**

**(To be furnished by the tenderer)**

**NOTE: The agency shall fill the above particulars and upload without fail. In case the tenderer fails to upload, their tender shall be rejected. Otherwise, the tenderer shall give an undertaking as below in the above mentioned format.**

**“We fully agree to NIT conditions and whatever model and make decided by the department later are binding on us**

|  |
| --- |
| **ANY OTHER DATA TENDERER MAY LIKE TO FURNISH** |
|  |

Date: Signature of Tenderer

**PART-E**

**FINANCIAL BID**

**Proforma For Quoting The Rates**

NIT Number: IITI/ES/NIT/PR/E/SLW-AL/2019-20/03A

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Items Description** | **Unit** | **Qty** | **Rate** | **Amount** |
| 1 | Supply, installation, testing and commissioning of Street light pole (as per specifications stated in Annexure 1) with two brackets (as per specifications & design stated in Annexure 1) on the existing foundations. | Each | 40 |  |  |
| 2 | Supply, installation, testing and commissioning of 70 watt light fixtures (as per specifications stated in Annexure 2) | Each | 40 |  |  |
| 3 | Supply, installation, testing and commissioning of 30 watt light fixtures (as per specifications stated in Annexure 3) | Each | 40 |  |  |
| 4 | Shifting (Removal & installation at different location, within campus) of street light poles from foundation, dismantling of arm and LED, removal of cable and termination. Also shifting of the poles to other location within campus will be in contractor scope. Pole height will be between 4 meter and upto 6.5 meter | Each | 6 |  |  |
| 5 | Earth work in surface excavation not exceeding 30 cm in depth but exceeding 0.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge in All kinds of soil | Sqm | 1500 |  |  |
| 6 | Earthing with GI earth pipe 4.5 Metre long, 40mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. (But without Charcoal/coke and salt) as required | Set | 3 |  |  |
| 7 | Supply and Laying of one number PVC pipe direct in trench along with clamping, saddle, nails & necessary hardware etc. as required. PVC pipe specification - 75mm PVC pipe A type self fit ultra drain | RMT | 602 |  |  |
| 8 | Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 kV grade of following size in the existing HUME/ PVC pipe as required |  |  |  |  |
| 8.1 | Upto 35 sq. mm | RMT | 800 |  |  |
| 9 | Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. |  |  |  |  |
| 9.1 | 4 x 16 Sq. mm Alu. Armard cable (without gland) | Each | 92 |  |  |
| 9.2 | 4 x 16 Sq. mm Alu. Armard cable | Each | 4 |  |  |
| 10 | Supplying and laying 6 SWG G.I. wire at 0.50 meter below ground level for conductor earth electrode, including connection/ termination with GI thimble etc. as required. | RMT | 800 |  |  |
| 11 | Supply, installation, testing and commissioning of decorative pole (as per specifications stated in Annexure 5), for post top lantern lamp fitting, on the existing foundations (five Template for Base plate shall be provided for civil foundation). Foundation work will not be contractor scope. Connection & Termination of already laid underground cable with proper lugs will be under contractor scope. Post top light fitting will be provided by Institute and accordingly installation + connection with necessary accessories on pole will be under the contractor scope. | Each | 16 |  |  |
| 12 | Supply, installation, testing and commissioning of decorative post top lantern fitting of 50 watt and as per specifications stated in Annexure 6 work include the connection with necessary accessories on pole. | Each | 16 |  |  |
| 13 | Supply, installation, testing and commissioning of the Outdoor Feeder pillar (OFP) (as per specifications stated in Annexure 4) along with necessary civil foundation, stand, etc. complete Also the cables (already laid) connection & termination in outdoor feeder pillar will be under the contractor scope | Each | 3 |  |  |
| **Total Amount** | | | | |  |
| **Discount @\_\_\_\_\_\_\_\_\_\_\_\_% (if any)** | | | | |  |
| **Grand Total (in figures)  (inclusive all the taxes, duties, charges)** | | | | |  |
| **Grand Total (in Words)  (inclusive all the taxes, duties, charges)** | | | | |  |