

REROUTING OF POWER AND TELEPHONE CABLE AT PROPOSED HOSTEL CONSTRUCTION AREA AT INDIAN INSTITUTE OF MANAGEMENT BANGALORE, BANNERGHATTA ROAD, BANGALORE

TENDER DOCUMENT

This Document contains Pages from 1 to 95.

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The drawings enclosed with this specification document are only intended to give the bidder a conceptual idea of the type of work envisaged, however work shall only be in accordance with the final electrical drawings released in "R" status which may vary to any extent with respect to site conditions. Bidder shall not be entitled to any additional compensation whatsoever on account of this.

This Tender Document contains all the Pages duly read and accepted by Me/Us.

INDIAN INSTITUTE OF MANAGEMENT BANGALORE Bannerghatta Road, BANGALORE -560 076

19th June 2020

NOTICE INVITING e-TENDER

e-Tenders are invited from reputed bidders, for the work of "Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area." All as per the scope of work.

Approximate Value of the Project is Rs.15,00,000/- plus GST as applicable (Rupees Fifteen lakhs plus GST as applicable).

E.M.D. to be	Period of			Date	of Opening
submitted along with the Tender	Completion	Tender Document	Submission of Technical Bid	Technical Bid	Online Commercial Bid
(1)	(2)	(3)	(4)	(5)	(6)
Rs.38,000/-	Six Weeks	19/06/2020 To 01/07/2020	02/07/2020 up to 15:00 hrs	02/07/2020 at 15:30 hrs	Online Commercial Bids of only those bidders who are qualified in the Technical Bid will be opened. Date and time of opening of Online Commercial Bids will be intimated to the successful bidders through email.

NOTE: Technical Bid can be downloaded from IIMB Website or MHRD Website or CPP Portal. But Commercial Bid can be downloaded from MHRD Website only.

<u>The bidders should download the Tender Documents (Technical Bid and Commercial Bid) by following the below steps.</u>

- 1) Go to Publish Tender in the MHRD Website.
- 2) Click on 'Mark as Interested'. (This step is compulsory for downloading the Commercial Bid).
- 3) Click on 'Request Tender'.

I. e-TENDER CONDITIONS:

- I.1. The prescribed non-transferable Bid Documents can be downloaded from IIMB Website www.iimb.ac.in/tender notices or e-wizard portal https://mhrd.euniwizarde.com or Central Public Procurement Portal during the period mentioned above. In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by IIMB shall be final and binding on the Bidders.
- I.2. The bidders should upload the soft copies of the required supporting documents online in e-wizard portal (https://mhrd.euniwizarde.com) and submit the hard copies of the same (self-attested i.e. seal and sign on all the pages of these documents) along with the Tender Document. Hard copy of the Tender Document duly signed and sealed on every page, shall be submitted dropped in the Tender Box kept at Estate Office on of before the date mentioned above. Hard copies submitted and the soft copies of the supporting documents uploaded in e-Wizard Portal should be matching.
- I.3. The Bid Documents should be addressed to the Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bannerghatta Road, BANGALORE-560076, and shall be dropped in the Tender Box kept for the purpose in the Estate Office, IIMB before the date and time indicated above.
- I.4. Hard copy of the Tender document shall be submitted in person and the soft copies of the supporting documents as well as Commercial Bid after quoting the rates shall be uploaded online on the date and time mentioned in the Tender Notice. Commercial Bid given in the Tender document is only the format and the same should be BLANK i.e. rates should not be quoted here. Hard copy of the Tender Document, Soft copies of the supporting documents will be opened on the same day in the presence of Bidders or their authorized representatives.
- I.5. Please note, the authorized representatives should carry the letter of authorization for attending the tender opening. The authorization letter should be in their company letter head issued in the name of the authorized representative, duly signed by the authorized representative with his name in CAPITALS and attested by the owner of the company. (Format of the letter is given under Proforma-A).
- I.6. a) Tenders will also be accepted through post. However, Indian Institute of Management Bangalore (IIMB) will not be responsible for late receipt of tender by post.
- b) Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope will be treated as defective, invalid and shall stand rejected. Tenders received with defective sealing of outer or inner envelopes shall not be accepted.
- I.7. Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances.

- I.8. If the tender is not addressed to the prescribed person mentioned in this tender document, such tenders shall not be summarily rejected.
- I.9. Late tenders and conditional tenders are liable for rejection.
- I.10. IIMB does not bind itself to accept the lowest or any other tender.
- I.11. The bidders should submit the tender in the same format as downloaded through IIMB Website. Tenders other than this called for in the enclosed documents are liable for rejection.
- I.12. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
- I.13. The successful bidder is requested to sign the work order prepared based on the quoted amount, placed on him by the accepting officer.
- I.14. The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.
- I.15. The period of work is One Month from the date of commencement of the work.
- I.16. The tenders submitted without relevant information asked for, are summarily rejected.
- I.17. Any addendum / corrigendum or additional information pertaining to tender will be uploaded on IIMB website and e-wizard Portal. The bidder should regularly visit the site for checking the same and submit the tender (online and hard copy) only after checking the addendum / corrigendum / any other additional information uploaded in the websites mentioned above.
- I.18. Notice Inviting Tender issued, any corrigendum / addendum issued, replies given to clarifications raised by the bidders if any, form part of the Tender Document.
- I.19. This being an item rate Contract, the rate quoted shall remain firm. The quantities shown against each item are only approximate and hence any reduction or increase thereof during the currency of the Contract shall not vitiate the Contract. The approximate cost of work is only indicative and if the cost of actual work is increased or decreased, the bidder will have no claim on this account.

- I.20. IIMB will award the contract to the successful bidder whose contract has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- I.21. The successful bidder, after award of the contract, must produce the following documents, on demand from the client.
 - **a.** Manufacturer's/Bidder's warranty certificate.
 - **b.** Inspection certificate issued by the nominated inspection agency, and the supplier's factory inspection report.

II. INSTRUCTIONS TO BIDDERS:

II.1. EARNEST MONEY DEPOSIT (EMD)

The bidder shall submit the EMD through online transfer only.

For online submission of EMD, the bidder shall pay the amount through RTGS/NEFT.

The bank details of IIMB for online transfer:

Bank Name - HDFC Bank Ltd

Bank Street Address: J.P.NAGAR BRANCH, BANGALORE

Branch Code: 0133

IFSC CODE: HDFC 0000133

Customer HDFC Bank a/c name: Indian Institute of Management

Customer HDFC Bank a/c number: 01331450000019

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be submitted along with the Tender Document (in a separate envelope).

UTR No. shall also be furnished through e-mail to the email ids given in the first page of the document.

No Interest will be paid on this EMD Deposit.

All the bidders should remit the EMD along with the Tender Document.

Any tender not accompanied by an acceptable Earnest Money Deposit and not secured in the payment modes as indicated below shall be rejected by the IIMB as non-responsive.

The Earnest Money Deposit shall be forfeited:

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i) sign the Agreement within the stipulated time or

Tenders without requisite Earnest Money will be summarily rejected.

RETURN OF EMD:

Unsuccessful Bidders: The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders, after the issue of Work Order to L1 Bidder, through RTGS/NEFT, according to the bank details furnished by the bidders. Hence, the bidders are required to submit the bank details as per the format given in this document. (Proforma G).

Successful Bidder:

EMD will be converted as Security Deposit and returned along with the Final Bill.

- II.2. In case, the bidder, after quoting, withdraws from the tender or refuse/delay in commencing the work even after issue of work order, the EMD will be forfeited.
- II.3. In case, the bidder stops the work abruptly, the security deposit with will be forfeited.
- II.4. The Online Commercial Bid/s of only the bidder/bidders qualifying in the Tender Document will be opened. The date and time of opening the Online Commercial Bid will be intimated to the bidder/s qualified in the Technical Bid through email.
- II.5. Incomplete details of the Tender Document will be rejected summarily. IIMB has its right to reject any bid without assigning any reason therefor.
- II.6. Non-compliance of any of the conditions set forth herein above will result in the tender being rejected.
- II.7. Any information / clarifications required by the Bidder can be obtained from the Estate Office, IIMB during working hours on any working days, till the date of submission of Tender Document.
- II.8. Should a bidder find any discrepancies or omissions in any of the Tender Documents or should be in doubt as their meanings shall alone address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- II.9. The successful bidder is requested to enter into an agreement within 15 days of the issue of Work Order, on the e-stamp as per the format enclosed in the document. The value of the e-stamp will be intimated after the award of work to L1 bidder.

- II.10. Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, the bidder should do so in writing at the address indicated. Any effort by the bidder to influence the Client in the Technical Bid Evaluation, Commercial Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.
- II.11. Bidders should check for any correction or Corrigendum related to this Tender Notice on Website before submitting their tender.
- II.12. The nature of the tender is Two Bid System i.e. Technical Bid and Commercial Bid. And the rates are to be quoted only in the Online Closed Commercial Bid.
- II.13. Note: The rates are to be quoted only online. The hard copy of the Commercial Bid containing the rates quoted will be summarily rejected.
- II.14. The Director, IIMB, reserves the right to reject any or all the tenders without assigning any reasons therefor and Director's decision shall be final & binding on all the bidders.

III. GENERAL INSTRUCTIONS

The Bidders are requested to submit the following in the 'TECHNICAL BID PART'.

III.1. ESSENTIAL CRITERIA:

The bidder should have been in the similar business i.e. cabling work continuously for minimum five years.

Financial position: Average annual financial turn over (during last three years) ending 31st march of the previous financial years should be at least Rs.4.50 lakh (Rupees Four Lakhs Fifty Thousand only)

III.2. ELIGIBILITY CRITERIA:

Intending Bidder who meets the following eligibility criteria may apply for the tender document. The request for tender document should accompany the required documentary evidence to prove their eligibility, failing which, the application will be rejected.

Experience: Contractor should have experience of having successfully completed similar works as described below during **last five years** in any one of the following: (copy of the satisfactory performance certificate to be enclosed).

i) Three similar completed item/works costing each not less than Rs.6.00 lakhs.
 (Rupees Six lakhs only)

OR

ii) Two similar completed item/works costing each not less than Rs.7.50 lakhs. (Rupees Seven lakhs Fifty thousand only)

OR

iii) One similar completed item/work costing each not less than Rs.12.00 lakhs. (Rupees Twelve lakhs only)

III.3. EVALUATION

General

The documents of those bidders who fulfill the Essential Criteria will be considered for Technical Evaluation.

IIMB will carry out the evaluation of proposals of only the firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score. The proposal will be considered unsuitable and

rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

III.3.A. Selection criteria for pre bid qualification

(Bidders should not fill in the following tabulation. This tabulation is only for bidders' reference)

Bidders who fulfill eligibility criteria will be evaluated based on the following parameters:

1	NAME OF THE AGENCY						
2	EMD (Rs.38,000/-)						
3	Experience in similar class of work						
	Works Particulars	Required limit in Lakhs	Worked Lakhs	in Maximum Marks	Firms Scored		
а	Single work	12.00					
b	Two Works	7.50		45			
С	Three works	6.00					
4	Work Experience						
	Particular		Maximum Marks	Firms Scored			
а	Work Experience in educations learning equivalent to IIMB	ligher	15				
b	Work Experience in Central-Go body/ central PSUs/ PWDs/ CF Public Sector	15					
С	Work Experience in Reputed private Organization 10						
5							
Particulars				Marks Break Up	Firms Scored		
а	Company work Experience - 10 years and above						
6	Aggregate % achieved						
7	Aggregate % required 70%						
8	Remarks						
9	Recommendation						

The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this marking, the online commercial bids of those securing a minimum of 70 marks out of 100 shall only be opened.

Chief Manager (Infrastructure)

III.3.B. Explanation for the above-mentioned criteria (Serial numbers given below are according to the numbers given in the Technical Evaluation Statement above):

Eligibility Criteria (Explanation to the above criteria):

- 3) Experience in Similar Class of Work: Firm should provide complete work details for the previous five years as per the Proforma –I. The Firm should enclose work completion certificates in support of relevant experience.
- 4) Work Experience:
- 4.a) Work Experience in Institutes of higher learning similar to IIMB. (Work Completion Certificate should be attached as a proof of this work).

Marks will be allotted on pro-rata basis. The maximum marks will be 15 and marks will vary based on the value of the work done.

4.b) Work Experience in State/Central Govt./State/ Central Autonomous Body/PSUs/PWDs/CPWD/MES/ Railways/Public Sector (Work Completion Certificate should be attached as a proof of this work).

Marks will be allotted on pro-rata basis. The maximum marks will be 15 and marks will vary based on the value of the work done.

4.c) Work Experience in Reputed Private Organization (Work Completion Certificate should be attached as a proof of this work).

Marks will be allotted on pro-rata basis. The maximum marks will be 10 and marks will vary based on the value of the work done.

5) Company Registration: The Firm should have worked continuously for five years. Firm is not eligible to participate in the bid if there is any discontinuity in the work for any period of time. The Firm shall be in the business of providing maintenance service in their respective areas for the past five years continuously. Documentary evidence in support of this should be provided.

Marks will be allotted on pro-rata basis. The maximum marks will be 15 and marks will vary based on the number of years of experience.

III.3.4. Commercial Bid

Commercial Bid format and method to be followed for filling the Commercial Bid are indicated in Annexure-1. Details and process to be followed for submitting Commercial Bid are given under Annexure-2.

III.3.5. Award of contract

L1 Bidder is arrived at on the basis of the total amount quoted without GST. The contract will be awarded to the L1 bidder.

If more than one bidder quotes the same amount in the Online Commercial Bid, these bidders will be invited personally to IIMB, they will be issued the Commercial Bid (hard copy) and the bidders will be asked to quote the rates manually and submit the closed cover, addressed to Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bangalore, super scribing on the same "Commercial Bid" and "Name of Work" and From Address within the scheduled time. These covers will be opened immediately in the presence of these bidders and the work will be awarded to the bidder who has quoted lowest amount in this Commercial Bid.

If, here also, more than one bidder quotes the same amount, the successful bidder will be arrived at based on the Technical Qualification Marks awarded by IIMB Committee and the work will be awarded to that bidder.

III.4. SEALING AND SUBMISSION OF TENDERS:

III.4.A. FIRST COVER:

The First cover should contain the following documents.

III.4.a.i) The proof of online transfer of EMD amount.

III.4.a.ii) Covering letter in the company letterhead.

The envelope shall be super-scribed as "Earnest Money Deposit" along with the address of the bidder; and the cover should be properly closed and sealed.

III.4.B. SECOND COVER

The second cover should contain following documents.

Documents mentioned in essential criteria, duly signed on every page with company seal. The envelope shall be super-scribed as "Essential Criteria" along with the address of the bidder; and the cover should be properly closed and sealed.

III.4.C. THIRD COVER

The third cover should contain following documents.

III.4.C.i) Documents mentioned in eligibility criteria, **III.4.C.ii)** Tender Document duly signed on every page with company seal and **III.4.C.iii)** Addenda / Corrigenda / additional information if any uploaded in the website.

The envelope shall be super-scribed as "Tender Document" along with the address of the bidder; and the cover should be properly closed and sealed.

III.4.D. These three sealed covers (i.e. first cover containing EMD, second cover containing the documents mentioned under essential criteria, and the third cover containing the Tender Document) should be placed in a bigger outer cover and should be closed and properly sealed and submitted on or before the date and time mentioned in this document. The outer cover should be super-scribed with the NAME OF THE WORK. The cover should also contain the name and address of the bidder, Date and time of Tender Document opening and "TO address" (which is stated under sl. no. e below). The covers with improper or defective seal or without the name of the work will be summarily rejected.

III.4.E. The outer cover of the tender should be addressed to:

Chief Manager (Infrastructure)
Estate Office
Indian Institute of Management Bangalore
Bannerghatta Road
BANGALORE – 560076.

Note: If the outer cover of any tender is not addressed to the prescribed person mentioned in the tender conditions, such tenders shall be rejected.

III.4.F. The sealed tenders should be submitted to Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076, on or before the date and time mentioned in this document. If the last day of submission of bids is declared a holiday subsequent to issuance of NIT, the next working day shall be deemed to be the last day for submission of the tender. The same condition applies to Tender Document Opening and Commercial Bid Opening also. Tenders submitted through email or FAX will not be accepted.

Bids shall be submitted in the prescribed form only i.e. as per the documents issued / have to be duly filled-in and submitted and no other format shall be used, except for Proformas which shall be submitted in the letterhead. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of the contract. Tender in any format other than that prescribed in this document shall be liable for rejection. The bidder shall submit an undertaking in Proforma 'E' stating that no changes, alterations are made in the Tender Documents issued by IIMB, Bannerghatta Road, Bangalore – 560 076.

III.4.G. The Employer/Engineer may, at his discretion, extend this date for the submission of Tender Document by amending the Tender Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

IV. GENERAL CONDITIONS OF CONTRACT

IV.1. <u>DEFINITIONS & INTERPRETATION CLAUSES:</u>

In this tender document the following words shall have the meanings herein assigned to them:

- a) "EMPLOYER", "IIMB" and "ACCEPTING AUTHORITY" shall mean "Indian Institute of Management Bangalore" Bangalore.
- b) "CONTRACTOR", "FIRM", "AGENCY", "BIDDER" shall mean one or more Contractor or Contractors jointly or generally engaged in the works to which these documents pertain to and shall include his / their heirs, executors and administrators.
- c) "ENGINEER", "ENGINEER-IN-CHARGE", "CONSULTANTS", "ARCHITECTS" and "CONSULTING ENGINEERS" shall mean Engineer Representatives of IIMB and the Consultants appointed by the Company for this specific project, including the Consultants representative.
- d) "WORKS SITE" and "SITE OF WORKS" shall mean the extent of land which the company places at the disposal of the Contractor from time to time for the purpose of executing the contract works.
- e) "DRAWINGS" shall mean the plans, sections, elevations and details of works annexed to this contract document and such further drawings as the Engineer may issue from time to time, during the progress of works and shall include tracings and photographic prints.
- f) "As specified" or "As directed" or "As specified and directed as per specifications" include the entire contents of these documents and also the instructions and/or "Drawings" issued by the Engineer-in-Charge from time to time during the execution of work.
- g) "CONTRACT" or "TENDER" or "BID" shall mean the entire contents of these documents viz.,
 - (i) Tender Notice
 - (ii) Instructions to bidders.
 - (iii) Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
 - (iv) General conditions of Contract, as per standard form.
 - (v) Special Conditions of Contract.

- (vi) Technical Specifications.
- (vii) Particulars of specifications
- (viii) Bill of Quantities- Schedule
- (ix) Any correspondence that has taken place between the Contractor and the firm from the time the tender is submitted to the acceptance is communicated.
- (x) Letter communicating the acceptance of the Contractor, and
- (xi) Tender drawings.
- h) "SSR" Standard Schedule of Rates shall mean the CPWD Standard Schedule of Rates with amendments there on as approved.
- i) "Schedule" shall mean the probable schedule of quantities.
- j) **"Schedule Bank"** means a bank included in the second schedule to the Reserve Bank of India Act 1934, or modification there to.

IV.2. SUB-LETTING BY THE CONTRACTOR:

- a. The Contractor shall not sub-contract the whole of the works. Except where otherwise provided in the contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing. Any such consent shall not relieve the contract from any of his liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor.
- b. Provided that the contractor shall not be required to obtain such consent for
 - (i) The provision of labour, or
 - (ii) The purchase of materials which are in accordance with the specifications / standards specified in the contract, or
- (iii) The subcontracting of any part of the works for which the sub-contractor is named in the contract
- (iv) The purchase of plants and equipment for execution of the works
- (v) The hiring of plants and equipment for execution of the works

Any breach of the above conditions shall entitle IIMB / Engineer to rescind the contract.

Provided always that execution of specific works by petty contractors, or on place work basis, under the personal supervision of the contractor, shall not be deemed to be sub-contracting under this clause.

IV.3. TENDERED OR AGREED RATE:

The Contractor shall agree not to petition for revision of rates tendered by him under any circumstances at any stage of the work, either during execution or when the final claims/Bills are settled.

In the event of any error in the description or in the quantity in Schedule 'B' or any omission there from shall not vitiate the Contractor or release the Contractor from the execution of whole or any part of contract comprised therein according to the drawings and specifications, or from any of his obligations under the contract.

The Contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of subsoil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the contract, and he shall also inspect the site works and surroundings, the means of access thereto and agree there from and he shall generally obtain his own information on all matters and things which can in any way influence his Tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

IV.4. Quantities in the BOQ submitted by the bidder will be binding on the bidder.

Any increase in the executed quantity will not affect the cost. The payment will be made as per the quantity mentioned in the BOQ only.

However, in the case of the executed quantity being less than the quantity mentioned in the BOQ, the payment will be made as per the actual quantity executed only.

IV.5. ENGINEERS ORDER TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

The Contractor having signed the contract, the Accepting authority will forthwith give him notice to commence the works and the Contractor shall upon receipt of such notice commence the works and carry them on at such point or points and in such portions as the Engineer may direct.

The company shall, with Engineer's written order to commence the works, give to the Contractor the use of so much of the site of works as may, in the opinion of the Accepting authority, be required in order to enable the Contractor to commence and continue to construction of the works, and shall from time to time consider proper in that behalf, but the non-delivery in manner aforesaid of the use of such site, or any portion thereof, shall not vitiate or effect the contract, nor any provision contained in the specification, not entitle the Contractors to any increased allowance in respect of the money.

IV.6. SETTING OUT WORKS NOTICE:

The Contractor shall set out the whole of the works & be responsible for the correctness of the position, levels & dimensions of several works, according to the drawings & written instructions of the Engineer. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the Contractor, on being required to do by the Engineer, shall at his own expense remove & amend the work to the satisfaction of the Engineer, notwithstanding that he may have been assisted by the Engineer in setting out the same. The Contractor shall observe, perform & comply with the requirements of all statutes & bye-law & shall also serve notices on the authorities having control of the road surfaces before the same are broken up & he shall likewise serve notice on the owners of sewers, drains, water, gas or other mains, electric cables & other things which may be in way affected by the execution of the contract works.

IV.7. NIGHT WORKS:

Night works will not be permitted.

IV.8. WATCHMAN, LIGHTS ETC., TO BE PROVIDED BY THE CONTRACTOR:

The Contractor shall at his own cost provide night watchmen at all parts of the work where necessary or required by the Engineer. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing, hoarding and temporary bridges to protect and assist the public traffic. The Contractor shall also at his own cost erect temporary fences on the site of works where required by the Engineer.

IV.9. MATERIALS TOOLS ETC., BROUGHT ON TO WORKS BECOME THE PROPERTY OF THE COMPANY DURING CONTINUATION OF CONTRACT:

All materials, tools, implements and other things brought by the Contractor upon the Company's works shall thereupon become, and shall continue to be the absolute property of the company and be considered in its possession, the Contractor having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forthwith and cleared away. Nevertheless the company shall not at any time be liable for the loss of any of the said materials, tools, implements or

other things, but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

IV.10. POWER TO VARY WORKS:

The Company shall have full power and authority from time to time, and at all times to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the contract, the contractor will have to "obey and be bound by the said further drawings, instructions and directions according to the true intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the original drawings and specification". The Company shall also have power to vary or alter the levels or positions of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution of any other works in lieu thereof, or may order any work or any portion of the work executed or partly executed, to be removed, changed or altered and, if needed other works shall be substituted in lieu thereof, and the difference of expense occasioned by any such increase. diminution or alteration so ordered and directed shall be added to, or deducted from the amount of the contract, agreeably at the prices for similar work set forth in the bill of quantities or failing which as a derivative to similar works in the schedule of prices attached thereto, and in the absence of such similar work being scheduled, then such work shall be carried out at the rates entered in SSR applicable at IIMB and plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

The Company will in no case become liable to the payment of any charge in respect any such conditions, alterations or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer nor unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the work order hereinafter set forth: or unless the claim thereafter shall be made in writing, signed by the Contractor and be made within the week in which the work is executed and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied works or of any further works, shall wherever practicable, have been determined and settled before such altered or varied or further works shall have been Commenced. Such value in case of dispute, shall be ascertained by the Engineer, who shall determine in all cases whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, the Contractor shall not be entitled to make any claim in respect of such altered, or varied or further works. It shall in the opinion of the Engineer, in any special instance become necessary to execute any additional or substituted work, either wholly or in part "By the day" the claim therefore shall not to be recognized unless

the Contractor shall have delivered to the Chief Manager (Infrastructure) within one week day, and so on from day to day a true and exact list of the names, occupations, time and wages of the several workmen engaged during the previous day, on any and every such work in respect of whom a change "By the day" is intended to be made in the next succeeding weekly claim work in respect of whom a change "By the day" shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these General Conditions.

IV.11. WORKS TO BE EXECUTED IN APPROVED MANNER:

The works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the Engineer. The Engineer shall have full liberty at all reasonable times to inspect and examine the works, materials and workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or are not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such works, materials and workmanship.

IV.12. WORKS TO BE CARRIED WITH AN EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY CONTRACTORS WITHOUT VITIATING THE CONTRACT:

The Contractor shall commence to carry on the works with due diligence, and as much expedition as the Engineer in charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the Contractor fail to do so or neglect to provide proper and sufficient materials or to employ a sufficient number of workmen to execute the works then the Company shall have full power, without vitiating contract, to take the works wholly or in part of the hand of the Contractor, to engage or employ any other person or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works and the costs and charges incurred by the Company in so doing shall be ascertained by the Accepting Officer and be competent for the company to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Company to the contractor under this or any other contract.

IV.13. EMERGENCY POWERS:

In the event of any accident or failure occurring in or on the works which in the opinion of the Engineer, requires immediate attention either during the

construction or during the period of maintenance, the company may, by their own or other workmen make necessary repairs at the expense of the Contractors.

IV.14. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the Engineer require it for his more perfect satisfaction, the Contractor, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the Engineer in charge may direct, and the Contractor shall make such works good again to his satisfaction. Should the works be found faulty in any respect the whole of the expenses thereby incurred shall be defrayed by the Contractor, but of otherwise, by the company.

IV.15. PRECAUTION AGAINST INJURY TO PROPERTY ADJACENT TO WORKS IN PROGRESS:

The Contractor shall take special care, by the erection of temporary fences, and by every other means which circumstances may render necessary to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works, and he shall confine the passage of his workmen to existing public roads and footpaths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way leaves, damages, trespass or otherwise, in reference to the said lands, roads, fences and property adjacent, and bear the company harmless from any and all such claims. If any greater extent of lands than the site or works be required by the Contractor for his operations, he shall obtain and occupy the same at his own cost and charge.

IV.16. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

The Contractor shall, at his own expense, share, protect, support, alter, restore, make good and maintain, as may be necessary, all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the works, or in consequences of the execution of the works and shall also provide for the continuous use of all buildings, pipes, sewers, drains, electric cables and other things, the use of which may be liable to interruption during the progress of the works. The Contractor shall at his own expense restore all such buildings, water and gas pipes, sewage, drains, electric cables and other things to the satisfaction of the owners thereof, and he shall likewise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipes, sewage, drains, electric cables and any extra timbering which may be temporarily required, and all labour in fixing and removing the same and shall at his own expenses provide other things not within the construction of the works, and keep

indemnified, the company and its officers from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, by reasons of on account of damages to such buildings, pipes, sewage, drains, electric cables and other things whether caused by the execution of the contract works or the insufficiency of the aforesaid permanent support. The company may deduct the expenses thereby incurred or to which the company or its officers may thereby be put or be liable, or which may be incidental thereto, from the amounts of any sum or sums due or to become due to the Contractor or may recover the same by action at law or otherwise from the Contractor, and the company may compromise any such action, suits, or other proceedings, or such items as it shall see fit and the Contractor shall thereupon forthwith pay the company the sum or sums paid by the company upon the occasion thereof and shall in every case pay such sum or sums and shall fully indemnify the company according to the present stipulation.

IV.17. EXTENSION OF TIME:

If the Contractor shall desire an extension of time for the completion of the work on the ground of his having being unavoidably hindered in its execution in consequence of altered, additional or substituted work, or any other ground, he shall apply in writing to the Engineer in charge within seven days of the hindrance on account of which he desires such extension as aforesaid and the Accepting Authority shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

IV.18. ROYALTIES:

The Contractor shall be liable to pay all royalties chargeable on Government Local Bodies or company materials required for the work.

IV.19. REJECTED MATERIAL:

All rejected material will at once be removed from the site by the Contractor to such distance as may be desired.

IV.20. SCOPE OF COMPLETION:

Completion includes completion of all works in accordance with plans and specifications, removal of all yard mess accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building or works.

On intimation from the Contractor about the completion, the works will be inspected by the Engineer-in-charge and a completion certificate will be issued.

IV.21. FINAL MEASUREMENT:

The final measurement must invariably be proceeded by a through remeasurement of the whole of the work performed which will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest.

IV.22. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:

The Contractor shall at his cost provide, fit up and maintain in an approved portion proper office accommodation for his representative and Contractors staff, which offices shall be open at all reasonable hours to receive instructions, notices or communications and clear away on completion and make good all work disturbed.

IV.23. SECURITY AND PROTECTION:

- a) The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works disturbed.
- b) During inclement weather, the Contractor shall suspend concreting or plastering for such time as the Engineer-in-Charge may direct and shall protect such work in course of execution from damage by approved measures.
- c) Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
- d) The Contractor shall at his expense cover up and protect from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen or sub-Contractors, and any damage caused must be made good by the Contractor at his own expense.
- e) All fences, trees, shrubs, grass, lawn and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractors expense.

IV.24.SIGN BOARD AND HOARDINGS:

The Contractor shall not affix to place any placards or advertisement of any description or permit the same to be affixed or place in or upon any hoarding, gantry, building/structure other than that approved by the EIC.

IV.25.SCIENTIFIC AND MEASURING INSTRUMENTS:

Total station, Theodolite, leveling instruments, prismatic compass / chain, steel and metallic tapes and all other surveying and material testing instruments found

necessary on the works shall be provided by the Contractor at his expense for the due performance of this contract as instructed by the Engineer-in-Charge.

IV.26. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:

Measurements of all items of work including extra items if any, such as conduiting in slab, wall and flooring, pipe to be encased etc., shall be got recorded from the authorized Engineer-in-Charge by the Contractor before they are covered up. Immediately the work is ready for measurements, Contractor will give specific notice to Engineer-in-Charge on site for recorded the measurements.

If the Engineer fails to record the measurements the Contractor will refer the matter to the Chief Manager (Infrastructure) for instructions, but in no case shall he cover up the work without the permissions.

Before commencing the work, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover under the following requirements.

- (i) Liability for death or injury to any person or loss to any property (other than the work) arisen out the performance of the Contract.
- (ii) Any other insurance cover as may be required by the law of the land like workmen insurance etc.

IV.27. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative item, damages to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employees, of either, whether sub injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his contract and hold it harmless in respect of all and any expenses arising from any much injury or damage to persons or property as aforesaid and also in respect of injury or damage under any Act of any legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claim.

IV.28. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-Charge, in respect of any such injury (including

claim resulting in death), loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

IV.29. ATTENTION:

- a) The Contractor shall visit the site prior to tender, as no claims will be allowed on the ground of ignorance of the conditions under which work shall be executed.
- b) Time will be the essence of the contract and the Contractor is to complete the whole of work in the time stated in the tender, subject to the schedule of conditions.
- c) The Contractor is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways etc., and the necessary attendants to move and adopt as directed for inspection of their representatives. No separate rate will be allowed.
- d) The Contractor is to keep all persons under his control and within the boundaries of the site, and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.
- IV.30. Details of Work of similar nature of the advertised tender value in the qualifying period i.e. current year and five previous financial years, are to be provided. Interested Bidders should provide description of work, organization for which the said work has been executed, approximate value of contract at the time of award, payment received in the qualifying period, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given. Supporting documents and certificates from the organizations for which the Bidders have worked should be enclosed. The authorized signatory of the organization should sign the certificates submitted by the Bidder. Certificate from only those organizations, institutions or bodies will be considered which execute work in public view and maintain verifiable records. As such, the organization or bodies, from which certificates will be considered, are as follows:
 - a. Government Departments, PSUs and other Government Institutions
 - b. Public Limited Company
 - c. Private Limited Company
 - d. Government Recognized Institutions
 - e. Cooperative Societies registered with "Registrar of Cooperative Societies"

f. Sole Proprietary Firms/Partnership Firms registered with "Registrar of Firms"

All certificates should be on the official Letterhead of the Organization, bearing contact address, telephone number, fax number, email address, etc. Further, the certificate from sources listed at (b) to (f) should invariably be accompanied with the proof of the organization's registration with, or recognition by Government, without which such certificate shall not be considered as adequate proof for the purpose of this Tender.

IV.31. COMPLETION OF TENDER DOCUMENTS:

The Tenders containing erasures and alterations in the Tender document are liable to be rejected. Any corrections made by the Bidder, in his entries must be attested by him. No corrections in the original tender form issued by IIMB through its website will be taken notice of. If the Bidder wishes to stipulate any conditions of his own, he should state them in the covering letter of the Tender. However, it should be noted that IIMB reserves absolute right not to consider such conditional Tenders and may reject it without assigning any reasons for it. Only those additional conditions, which are explicitly accepted by IIMB. Shall form part of the Contract.

IV.32. The Bidder shall keep the offer open for a period of 120 (One Hundred and twenty) days from the date of opening of the Commercial Bid. During this period, the Bidder shall not withdraw his offer. This period is subject to being extended further, if required, by mutual agreement of IIMB and the Bidder, in writing, from time to time. It is understood that the Bidder is being permitted to Tender in consideration of stipulation on his part that after submitting the Tender, he will not resile from his offer or modify the terms and conditions thereof in a manner that is not acceptable to IIMB. If the Bidder fails to observe or comply with the forgoing stipulation or fails to undertake the Contract after the acceptance of his Tender, the entire amount deposited as EMD for the due performance of the stipulation and keep the offer open for the specified period, shall be forfeited by IIMB. If the tender is accepted, the amount of EMD will be held by IIMB as initial Security Deposit (SD) for due and faithful fulfillment of the Contract. The EMD of unsuccessful Bidders will be returned to them within reasonable time, but IIMB will not be responsible for any loss or depreciation to the EMD for the due performance of the stipulation and to keep the offer open for the period stipulated in the Tender documents while in its possession. nor will it be liable to pay any interest thereon.

IV.33. Submission of Offers:

Any individual signing the tender or other documents connected therewith, shall specify whether he is signing in the capacity of:

Sole Proprietor of the concern Partner of the Partnership Firm

Director, Manager or Secretary of a Limited Company, duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by a Memorandum of Association.

IV.34. Interested Bidders shall submit their offer as per the conditions set forth in the Tender document, which includes the stipulations contained in the GCC, SCC, Specifications, etc. or the latest correction slips, as amended from time to time, if applicable, which shall form part of the Contract.

IV.35. Local Conditions:

- a) Each Bidder shall acquaint himself with the local conditions and factors which would have any effect on the performance of the contract and the cost of item of works. IIMB shall not entertain any request for clarification from the Bidder regarding such local conditions. No request for change of price or time schedule for completion of work shall be entertained after the acceptance of offer by IIMB. The Bidder can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.
- b) The Contractor shall work in coordination with the departmental staff of IIMB for the execution of the work.
- c) In case any of the information furnished by the Contractor is found to be false or any adverse points come to light subsequent to the Agreement, IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.
- d) Conditional Tenders are liable to be rejected at the option of IIMB. IIMB also reserves the absolute discretion of rejecting any tender summarily without assigning any reasons whatsoever.

IV.36. Acceptance of Tender:

- a) IIMB may accept the Tender wholly or in part or reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender. The Bidder shall not demand any explanation for the rejection of his tender.
- b) Acceptance of tender will be communicated by a formal Work Order issued to the Bidder either by post or in person.
- c) The Successful Bidder shall execute a Contract with IIMB, for carrying out the Work. The address of the Contractor as given in the agreement will be deemed as their business address and all correspondence sent to that address by IIMB shall be deemed delivered to the Contractors in the ordinary course by post.

- d) IIMB does not undertake to assign reason for declining any particular tender. The accepting authority also reserves the right to accept in full, or a part thereof or reject the tender or to divide the tender among more than one Bidders if deemed necessary without assigning any reason.
- e) Adequate Safety Precautions shall be taken by the Contractor to ensure the Safety of the workmen engaged by him.
- IV.37. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by IIMB to the successful Bidder. If necessary, IIMB will obtain clarification on the offers by requesting such information from any or all the Bidders, in writing as may be considered necessary, from time to time. Bidder will not be permitted to change the subject matter of their offer after the Tenders have been opened.
- **IV.38.** This Tender notice will form part of the Contract Document and must be returned, duly signed along with the Tender Proposal.
- IV.39. IIMB will employ other contractors or agencies to execute various other parallel activities relating to the works. The successful Bidder or contractor for this contract shall work in close co-ordination with any other contractor, sub-contractor or agencies engaged by IIMB at site.
- IV.40. Whenever, the Engineer-in-charge of the work feels it necessary and advises the contractor for production of bills for any materials whatsoever procured / purchased by the contractor for use and incorporation in the work, the contractor shall produce such bills in proof of such purchase / procurement from bonafide dealers/manufacturers. Such a demand for production of bill can be made by the Engineer-in-charge even after use and incorporation of such materials in the work, after clearance by the Engineer-in-charge for the quality of the materials. In the event of such a demand by the Engineer-in-charge for production of bills, the contractor shall not use and incorporate such materials in the work without the prior clearance in writing from the Engineer-in-charge. In case, the contractor fails to produce the bills or uses / incorporates the materials in the work against which bills are advised to be produced, without prior clearance of Engineer-in-charge, no payment against any work under the contract executed by the contractor shall be made.
- IV.41. The Bidders should note and bear in mind that IIMB shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on its part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidder shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by IIMB either during tender stage or during the course of work.

IV.42. Communication to be in writing: All notices, communications reference and complaints under this contract shall be made only in writing.

IV.43. Labour Laws to be complied by the Contractor:

- a) The Contractor shall obtain a valid labour licence under the Contract Labour (Regulation and Abolition Act, 1970 and the Contract Labour (Regulation & Abolition) Rules, 1971. Before commencement of the work the contractor shall submit to IIMB a copy of the license. He shall continue to have a license until the completion of work.
- b) The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965 and Maternity Benefits Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- c) The Contractor must register under the Employees' Provident Funds and Miscellaneous Act, 1952 and the Employees State Insurance Act/ the Employees' Compensation Act, 1923 and shall provide IIMB the copies of registration papers along with the registration code numbers and the policy papers of insurance and the receipts of the remittance of the amount/premium made to the concerned authorities.
- d) The Contractor is fully responsible to observe the above laes as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Contractor shall maintain al the statutory registers required under Labour Laws. The Contractor shall also produce these records on demand by IIMB. If he fails to do so, his failure will be a breach of the contract and IIMB may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall aalso be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts.
- e) IIMB shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

IV.44. Safety Conditions:

The Contractor shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of CPWD and IS codes and safety manuals. The Contractor shall implement any further measures which may be required as per the safety codes of CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work. The contactor shall carry out the work with prior approval from the Engineer in-charge of the work.

FORM OF TENDER

Place : Date :

To,

The Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076.

Dear Sir,

1. Having examined the Drawings, Specifications, Designs and Schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having examined the Site of Works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance with respect to all the conditions, specifications, designs, drawings and instructions in writing referred to in conditions of tender, Appendix to the form of Tender, articles of agreement, general conditions of contract, special conditions of contract, appendix to the tender, annexures, safety condition, proforma A to K, technical specifications, schedule of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

a)	Description of works	Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area			
b)	Estimated Cost of Work	Rs.15,00,000/- + GST as applicable			
c)	Earnest Money Deposit	Rs.38,000/- (Rupees Thirty Eight thousand only) to be paid online (as mentioned in the document).			
d)	Security Deposit	5% of the Project Cost will be deducted from the RA Bill and will be returned after the successful completion of the Defects Liability Period.			

e)	Period of completion	Six Weeks	from	ı da	ite of	comn	nencer	nent	of t	the	work.
		Date of com	men	cem	ent s	shall b	e the	date	in	the	work
		order which Charge of wo		be	issue	d sep	parately	by by	Eng	gine	er-In-

f)	Defects Liability	One Year from the date of virtual completion of work
	Period	

I / We have paid a sum of Rs.(Rupeesonly) as Earnest Money online as per the details mentioned in this document.

I/We agree that in the event of this tender being accepted by you, I/We shall enter into an agreement (as per your approved format) within 15 days from the date of issue of Work Order.

I/We agree to keep my / our offer open for acceptance for a period of **120 days** from the date of opening of Commercial Bid.

I/ We agree and accept that unless and until the formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

All information and documents as required to be submitted as per Tender Notice and Information and Instructions to Bidder and the tender conditions are enclosed.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions, contained or referred to there in and as detailed in the above appendices.

```
Our Bankers are : (with full address)
        [To be filled by Contractor]
i)
ii)

The names of Partners of our firm are :
        [To be filled by Contractor]
i)
ii)

Name of the Partner(s) of the firm :
        authorized to sign.
[Article of agreement to be enclosed]
```

Name of person having Power of:

Attorney to sign the Contract (Certified true copy of the Power of Attorney should be attached).

Yours faithfully,

Signature & seal of the bidder

Names, signatures and addresses of witnesses to bidder signature :

i)

ii)

V. SPECIAL INSTRUCTIONS

- V.1. TIME IS THE ESSENCE OF THE CONTRACT.
- V.2. This tender document covers Tender Notice, Introduction and Brief Project Profile, Instruction to Bidder, Form of Tender, General Conditions of Contract, Special Conditions of contract, Safety conditions, Technical Specifications and Tender drawings.
- V.3. In case of any discrepancy/ ambiguity regarding any detailing found in the tender documents, the bidder has to address all his queries / request for clarifications in the tender. If the bidder does not have any query / request for clarification, it will be understood that he has gone through all the relevant clauses and he has satisfied himself. No claims or misinterpretation of words will be entertained after award of work.
- V.4. The bidders are required to verify all the tender documents received by them as to their completeness in all respects and satisfy themselves before submitting the same. If any short receipt of pages or otherwise defective, the same shall be brought to the notice of the authority issuing the tender immediately and within seven days from issuing the tender document. If no such defects are reported, it shall be deemed that the bidder, received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
- V.5. The rates shall include & shall be deemed to have included any other expenses like transportation of materials to the work site, handling, loading and unloading thereof and taxes, duties, royalties, fees, whatsoever on materials. It shall be the responsibility of the contractor to bear any increase in rates of taxes, duties, royalties, fees etc. new taxes, duties, royalties, fees etc. by any Govt. / Local authorities, at a future date after opening of tenders.
- V.6. The rates quoted shall be for execution of finished item of works as indicated in the Bill of Quantities, which include cost of all materials, consumables, labours, plants, equipment, machineries, transportation of materials to site, loading, unloading, testing of materials and works, samples for testing, all taxes, duties, royalties,

Octroi, cost of incidental charges on tools / plants, cost of labour, contractor's overheads, profit etc. to complete the item as per stipulated specifications & description in Schedule of Quantities.

- V.7. Tenders submitted by post should be posted with due allowance for any delay in postal delivery. It is not obligatory on the part of IIMB to consider the tenders received after the due date.
- V.8. During the above maintenance period the contractor shall be responsible to make good, free of cost, all defects or damages which occur due to defective workmanship / use of substandard materials. If the contractor fails to make good such defects or damages even after intimation to him within a reasonable time, IIMB shall get the same rectified as deemed fit at the contractor's risk and such expenditure incurred by IIMB shall be recovered from any bills or deposits of the contractor.
- V.9. The contractor shall consider and include all his claims whatsoever in his final bill which shall construe and mean that the contractor shall not have any other claims whatsoever against IIMB other than those indicated in the final bill. "NO DEMAND CERTIFICATE" stating that he has no other claims on IIMB, except the claims indicated in the final bill, and defect liability amount should be submitted along with the final bill.
- V.10. If the contractor desires to entrust his affairs to any person or agent, a power of attorney duly authenticated by a Magistrate / Notary / Court / Judge in favour of such person / Agent, shall be submitted to IIMB, acceptance of which shall be at the discretion of Accepting Officer.
- V.11. The contractor shall make all arrangements for execution of agreement at his own cost, using IIMB standard format on appropriate stamp paper and execute the same within 15 days of the issue of Work Order.
- V.12. Certificate to the effect that the bidder firm is not blacklisted by any Central / State Government organization / DGS&D / NCCF / Kendriya Bhandar / PSU during the last three years. The firm must furnish the certificate in the format given under Proforma H.
- V.13. Several documents forming the contract are to be taken as mutually explanatory to one another. Detailed drawings and figured dimension in the drawings shall be followed, not scaling the drawing.
- V.14. If there are varying or conflicting provisions made in any one of the documents forming part of the contract, or else otherwise, the following precedence shall be observed:
 - i. Tender notice and instructions to bidders shall have precedence over Special and General Conditions.

- ii. Specification in Schedule of Quantities shall have precedence over particular specification and Drawing.
- iii. Special Conditions shall have precedence over General Conditions.
- iv. In regard to the Conditions, specification and mode of measurement not covered above, the CPWD SSR shall apply.
- v. In regard to the specification & mode of measurement not covered above, IS shall apply.
- V.15. However, the Engineer-in-charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding to the Contractor.
- V.16. The bidder shall not increase his quoted rates in case the accepting officer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the Bidder and shall be valid for a period of 120 days from the date of opening of commercial bid.
- V.17. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to be rejected.
- V.18. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory/ Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the Project site, conditions of site of work, nature of the work and all matters pertaining thereto.

Access to the site will be given during the tender period by appointment on application to the authority issuing the tender. The bidder shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this tender.

IIMB will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any bidder in connection with visits and examination of the site and in the preparation of his tender for submission.

The bidders must note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the bidders and is not deemed to be complete.

- V.19. No claims as regards to want of information of any particular point or any change in rate or conditions after the opening of Commercial Bid shall be entertained.
- V.20. Only those tenders fully completed in writing on the Form of Tender, together with all the documents and received by the time and date specified hereunder/hereafter will be considered.
- V.21. If any alternations are made by the bidder in the Tender Documents, the Tender may be liable for rejection.
- V.22. The tender sum shall be given in Indian Rupees.
- V.23. The successful bidder to whom the Work Order of his tender will be issued by IIMB, shall have to:
 - a) enter into an Agreement with IIMB within one week of the date of issue of Work Order by IIMB.
 - b) bear all expenses, which he may be required to incur for the above.
- V.24. All the pages of the Tender Document (Technical Bid-Part A and Commercial Bid-Part B-hard copy) should be signed by the same person.
- V.25. Bidders are required to sign every page of the tender document including the drawings attached thereto and any common set of deviations / corrigendum / addendum issued by IIMB. All corrections in the tender documents must also be signed by the bidder.
- V.26. The rate quoted for similar items of work in various parts shall be consistent. If there is any variation, the lowest rate quoted shall take precedence and shall be made applicable for all parts. The same will be binding on the contractor. Contractor shall have no claim whatsoever on this account.
- V.27. The tendered rate of item(s) against which no rate/amount/empty/not applicable/blank/not quoted is entered by the bidder, shall be liable to be rejected.
- V.28. In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or, in their absence a person holding Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender and certified true copy (attested only by Gazetted Officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
- V.29. The tenderer shall quote for all items of the tender and any incomplete/conditional tender is liable for rejection.

- V.30. On acceptance of the tender, name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated by the contractor.
- V.31. In quoting their rates, the bidders are advised to take into account all factors of any fluctuations in the market rates, etc. No claims will be entertained on this account after acceptance of the tender or during the currency of the contract.
- V.32. Before tendering, the bidders are advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered into.
- V.33. IIMB reserves absolute right to appropriate, deduct, set-off or retain/withhold any amount payable to the bidder or contractor under any head of account including earnest money under this contract or any other contract or any other transactions against any sum, which in the opinion of IIMB is due to IIMB whether subjudice or not under any contract, deal or transaction whatsoever.
- V.34. All compensations or other sums of money payable by the contractor under the term of this contract may be deducted / recovered / adjusted from the Defects Liability Deposit (submitted through Bank Guarantee for the Defects Liability Period) or from any sum which may be due to or becomes due to the contractor by IIMB or any accounts whatsoever. If such sum exceeds the value of the Bank Guarantee, the contractor shall make good such sum by paying this additional amount.
- V.35. Indian Institute of Management Bangalore, Bangalore, reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by the Accepting Authority. The acceptance of the tender in part as mentioned above is at the sole discretion of the Accepting authority and shall be binding on the Contractor.
- V.36. Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete of otherwise considered defective and tenders not in accordance, with tender conditions laid down by the Accepting Officer are liable to be rejected.
- V.37. Tenders not submitted on prescribed forms (i.e., Commercial Bid / Drawings etc.) are liable to be rejected.
- V.38. The acceptance of the tender will rest with the competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

- V.39. The instructions to bidder shall be deemed to form an integral part of the contract.
- V.40. The Bidder shall deploy required No. of Technical Personnel as per Clause No.2 of Special Conditions of Contract.
- V.41. Tender Drawings are only indicative. These are subject to change during construction. Contractor shall have no claim whatsoever in this account.
- V.42. The Bidder shall obtain requisite License/permit on electrical, mechanical, water supply, sanitary works etc., as per requirement at site and as directed by the EIC.
- V.43. All the quality test as stipulated in the tender document or else-where deemed necessary by the Engineer-in-charge as per IS shall be carried out at own cost of Contractor.

VI. SCOPE OF WORK / TECHNICAL SCPECIFICATIONS

VI.1. MATERIALS

VI.1.1. All materials shall be of the best-approved quality obtainable and unless otherwise specified they shall conform to the respective Bureau of Indian Standard specifications.

Samples of all materials shall be got approved before placing order and the approved samples shall be deposited with the Employer.

In case of non – availability of materials in metric size, the nearest size in FPS units shall be provided with prior approval of the Employer / Consultants for which neither extra will be paid nor shall any rebate be recovered.

If directed / found necessary, materials shall be tested in any testing laboratory selected by the Employer and the Contractor shall produce the test results to the Consultant for his scrutiny and approval. The entire charges for original as well as repeated tests shall be borne by the Contractor. If required, the Contractor shall arrange to test portion of work at his own cost in order to prove the soundness of the same, to the Employer / Consultant or their representatives. The work or portion of work if found to be not satisfactory in the opinion of the Employer / Consultant or their representatives, Contractor shall pull down and re — do the same at his own cost. All defective materials shall be removed from the site immediately as ordered.

It shall be obligatory for the contractor to furnish certificates, if so demanded by the Employer / Consultant from manufacturer or the material supplier, that the work has been carried out by using their material and installed / fixed as per their recommendations.

VI.1.2. GENERAL:

Equipment offered for supply and installation shall include the following:

All minor items and incidental work, equipment accessories and materials may not be specifically mentioned but are required for the proper completion of the installations in accordance with the true intent and meaning of this specification.

All necessary safety devices for the protection of personnel against injury and the protection of plant and equipment against damage including relief valves, belt guards, fan inlet and / or discharge guards, safety railing effective earthing of electrical components, electrical interlocks, warning lights and alarms.

Readily accessible, dust-proof including facilities on all moving parts and equipment including provision for cleaning all lubricating lines and bearings and charging same with the correct lubricants after installation but prior to testing and commissioning.

Clearly visible and robust manufacturer's name-plates permanently fitted each and every item of equipment and showing the manufacturer's name, type and/or model number, serial number, and all essential operating data such as speed, capacity, voltage, current draw, etc.

The contractor also shall allow provision for the inspection of all plant and equipment by the manufacturer or his licensed representative, at least twice during the course of the installation.

VI.2. TECHNICAL SPECIFICATION FOR LT POWER & CONTROL CABLES

VI.2.1 SCOPE

This specification covers the design, manufacture, testing at works, inspection and delivery at site of LT POWER & CONTROL cables.

VI.2.2 STANDARDS

IS: 694-	PVC insulated cables for working voltages up to and including 1100
V. IS : 7098-	XLPE insulated cables for working voltages (Part I)upto & including
1100 V.	
IS : 3961-	Recommended current ratings for cables.(Part II) PVC insulating and
	PVC sheathed heavy duty cables.
IS: 3975-	Mild steel wires, strips and tapes for armoring of cables.
IS: 8130-	Conductors for insulated electric cables and flexible cords.
IS : 5831-	PVC insulation and sheath of electric cables.

VI.3. GENERAL

The MV cables shall be supplied, inspected, laid, tested and commissioned in accordance with drawings, Specifications, relevant Standard Specifications and cable manufacturer's instruction.

VI.4. CONSTRUCTION

VI.4.1 Conductors

The conductors shall be of Aluminum as specified. The conductors shall be smooth, uniform in quality and free from scale, inequalities, splits and other defects. The stranded conductor shall be clean and reasonably uniform in size and shape and its conductor

shall conform to the specification given in the relevant standards. All cables shall have stranded shaped conductors.

VI.4.2 Insulation

The cables for power distribution shall be insulated for 1100 V & suitable for 400/415 V, solidly earthed system. The cables shall be cross linked polyethylene (XLPE) insulated PVC inner sheathed and HR PVC / FRLS PVC outer sheath of 1100 volts grade (or) as specified for in the schedule of quantities.

VI.4.3 Inner Sheath

For all cables having two or more cores, the individual cores shall be laid up and then be surrounded by common covering applied either by extrusion of wrapping or filling material containing a thermoplastic material. A proofed or plastic tape may be applied over the common covering employed. It must be ensured that the circularity of the cable is maintained.

VI.4.4 <u>Armouring</u>

Armouring shall be arranged over the inner sheath. The armor of cable shall be of galvanized steel wires or galvanized steel strips.

VI.4.5 Outer Sheath

A tough outer sheathing of PVC insulating material in standard colors shall be provided over the armoring to offer a high degree of mechanical protection against abrasion.

Progressive sequential marking, size marking, voltage grade, manufacture name at every one meter shall be made on the outer sheath.

VI.4.6 Tolerance

The inner and outer PVC sheaths shall be of uniform thickness and negative tolerance in the thickness of sheath is not acceptable.

VI.4.7 Manufacturer's Identification

The manufacturer shall be identified throughout the length of the cable by manufacturer's name or trade mark, voltage grade and year of manufacture of the cable. Embossing shall be done only on the outer sheath.

Progressive sequential marking, size marking, voltage grade, manufacture name at every one meter shall be made on the outer sheath.

VI.5 Technical Requirements:

- VI.5.1 All XLPE Aluminium Power cables shall be 1100 Volts grade, multi core constructed as per IS: 7098 Part-I of 1988 as follows:
 - a) Stranded Aluminium conductor in case of 10 sq.mm. and above whereas solid conductor in case of 10 sq.mm. and below.
 - b) Cores laid up
 - c) The inner sheath should be bonded over with thermo-plastic material for protection against mechanical and electrical damage.
 - d) Armoring should be provided over the inner sheath to guard against mechanical damage. Armoring should be Galvanised steel wires or galvanised steel strips. (In single core cables used in A.C. system armoring should be non-magnetic hard aluminium Wires/Strips. Round steel wires should be used where diameter over the inner sheath does not exceed 13 mm; above 13 mm flat steel armor should be used. Round wire of different sizes should be provided against specific request.)
 - e) The outer sheath should be specially formulated heat resistant black PVC compound conforming to the requirement of type ST2 of IS: 5831-1984 extruded to form the outer sheath.
- VI.6. Conductor shall be of electrolytic Aluminium conforming to IS: 8130 and are compact circular or compact shaped.
- VI.7. Insulation shall be of XLPE type as per latest IS general purpose insulation for maximum rated conductor temperature 70 degree centigrade.
- VI.8. In Inner sheath laid up cores shall be bonded over with thermoplastic material for protection against mechanical and electrical damage.
- VI.9. Insulation, inner sheath and outer sheath shall be applied by extrusion and lapping up process only.
- VI.10. Armouring shall be of galvanized steel wire/flat.
- VI.11. Repaired cables shall not be used.
- VI.12. Current ratings of the cables shall be as per IS: 3961.
- VI.13. The XLPE insulated cables shall conform to latest revision of IS and shall be read along with this specifications. The Conductor shall be stranded Aluminum circular/ sector shaped and compacted. In multi-core cables the core shall be identified by red, yellow, blue and black coloring of insulation.

- VI.14. The cables shall be suitable for laying in racks, ducts, trenches, conduits and underground buried installation with uncontrolled back fill and chances of flooding by water.
- VI.15. Progressive automatic in line sequential marking of the length of cables in meters at every one meter shall be provided on the outer sheath of all cables.
- VI.16. Cables shall be supplied in non-returnable wooden drums as per IS: 10418.
- VI.17. Both ends of the cables shall be properly sealed with PVC/Rubber caps so as to eliminate ingress of water during transportation, storage and erection.
- VI.18. The product should be coded as per IS: 7098 Part-I as follows:

i.	Aluminium Conductor	Α	
ii.	XLPE Insulation		2X
iii.	Steel round wire armour		W
iv.	Steel strip armour		F
٧.	Steel Double round wire armour	WW	
۷İ.	Steel Double strip armour	FF	
vii.	Non-magnetic (Al.) round wire armour		Wa
viii.	Non-magnetic (Al.) strip armour	Fa	
ix.	PVC outer sheath		Υ

VI.19. Testing of Cables

VI.19.1 <u>Factory Test</u>

Complete tests shall be made at the manufacture's works to determine the performance and operating characteristics of the cables, to determine whether or not the guarantees have been met. The successful bidder shall give a complete description of the proposed test method.

VI.19.2 Type Tests

The successful Bidder shall submit two (2) sets/ copies of the following type tests reports conducted on similar cables.

- a. Annealing test
- b. Conductor resistance test
- c. Test of Armour wires
- d. Test of thickness of insulation and sheath
- e. Physical tests for insulation
- f. Physical tests for PVC sheath
 - 1. Fire resistance
 - 2. Cold-impact

- 3. Bleeding and blocking
- g. Partial discharge test
- h. Bending test
- i. Dielectric power factor tests
- j. Heating cycle test
- k. Impulse withstand test
- I. High voltage tests.

All the following routine/acceptance tests specified in relevant standards shall be witnessed by the Engineer-in-charge.

VI.19.3 <u>Acceptance Test</u>

- a. Conductor resistance test
- b. Test for thickness of insulation and sheath
- c. Partial discharge test (for screened cables only)
- d. High voltage test.

VI.19.4 Routine Tests

- a. Conductor Resistance Test.
- b. Partial Discharges Test.
- c. High Voltage Test.
- d. Megger Test.
- e. Continuity Test.

VI.20. PACKING AND MARKING

The cable shall be wound on a drum of suitable size, packed and marked. The marking done on the drum shall have the following information:

- a. Trade name, if any
- b. Name of the manufacturer
- c. Number of cores and nominal area of the conductor
- d. Type of the cable and voltage for which it is suitable
- e. Length of the cable on the drum
- f. Direction of rotation of drum (an arrow)

The outer ends of the cables shall be sealed by means of non-hygroscopic sealing materials.

VII. SPECIAL CONDITIONS OF CONTRACT

VII.1. SITE VISIT:

The Contractor/s shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to tendering and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.

VII.2. SITE SUPERVISION:

The Contractor shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the Contractor is not a qualified Engineer or even if he is so qualified but in the opinion of the Accepting Authority, cannot give full attention to the works, the Contractor shall at his own expense employ adequate Engineers, to supervise the work and to receive instructions from the Engineer-in-Charge.

VII.3. DAMAGE TO SERVICE LINE ETC. OF THE COMPANY:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Contractor.

The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

VII.4. PROVISION OF MACHINES, TRANSPORT ETC:

Contractor shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of work. The Contractor shall furnish list of specific equipment's to be mobilized by him, of acceptance of contract as agreed / directed by the Engineer-in-charge.

VII.5. MATERIALS SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish in accordance with Technical specifications enclosed with this tender.

VII.6. OTHER MATERIALS:

All other materials required for the work shall also be supplied by the Contractor. These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

VII.7. SUPPLY OF ELECTRICITY AND WATER:

a) Electricity:

Electricity shall be provided only for use in office & area lighting at work site limiting to a maximum of 5 KW. This however doesn't include electricity for labour / staff hutment / colony. No electricity shall be provided for running of works equipment like welding machines, grinder, winches etc

In case the successful bidder requires electrical supply for purpose of lighting only, the energy provided for lighting shall be charged as per prevailing BESCOM tariff rates at the time based on actual utilization. The supply shall have to be tapped off by the Contractor from the tap off point indicated to him by the Manager (Elec.) in the **IIMB** distribution network at his own cost. The Contractor shall have to fix a meter, at his own cost. In case the meter goes out of order, the assessment of electric or energy consumption as made by IIMB's Engineers shall be binding on the Contractor.

The supply shall not be given unless the temporary electric installation is certified as safe by the Engineers of electrical section. However no claim for extension of work shall be entertained on account of non- availability of power by IIMB, the Contractor thus shall have his own back-up arrangement for such circumstances.

b) Water:

Contractor should make their own arrangements for supply of water. Water if available only will be supplied by the IIMB and the Contractor shall be charged as per prevailing BWSSB tariff rates at the time based on actual utilization. The Contractor shall make his own arrangements to tap and store water from the point indicated by the water supply section. The Contractor should also provide a meter. In case the meter is not provided or the meter goes out of order, the assessment of water consumption will be based on work done in respect of such items where the consumption of water is involved.

VII.8. GOODS AND SERVICES TAX (GST):

Payment of GST on works contract is the entire responsibility of the contractors.

VII.11. PROGRESSIVE EXECUTION:

The Contractor/s shall agree to execute the work progressively in co-ordination with the concerned Officers of IIMB and as directed by the Engineer-in-Charge.

VII.12. DEVIATIONS AND AMENDMENTS:

Bidder shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule and also carry out such deviation as may be ordered.

VII.13. PRICING OF DEVIATION

The following order of precedence for pricing deviations are binding on the Contractors.

- a) Deviations will be priced at Schedule rates where the item is already included in Schedule.
- b) In respect of items not included in Schedule but where similar items are found in Schedule at rates directly from Schedule items where such a direct derivation is possible.
- c) Where the rate cannot directly be derived from the Schedule the same will be worked out with reference to Schedule and standard schedule of rates (with the percentage of application over and above the same as approved.)
- d) Where it is not possible to derive the rate from the standard schedule of rates, the same will be based on the actual cost to the Contractor plus a profit of 10%. In this case the Contractor must produce satisfactory evidence / vouchers as proof of expenditure.

VII.14. ACCEPTANCE OF TENDER:

The Company reserves the right to accept tender in parts (i.e. on the basis of the lowest quotation for each part) or as a whole at its own discretion and hence it is important that the bidders take sufficient care and quote reasonable rates in each part so that if one part is separated and entrusted to the Contractor he should be able to do it without difficulty. The rate quoted for similar item should be consistent.

VII.15. DELAY IN COMMENCEMENT OF WORK:

The contractor should start the work immediately after receipt of Work Order and enter into agreement with IIMB. If there is any delay in commencement of the work on the part of the contractor, the EMD will be forfeited in whole and the contract will be cancelled.

VII.16. IF THE WORKS BE DELAYED:

- a) Force majeure, or
- b) Abnormal bad weather, or
- c) Serious loss or damage by the, or
- d) Civil commotion, local commotion of workmen, strike or lookout, affecting any of the trades employed or the work, or
- e) Delay on the part of other contractors or tradesmen engaged by /Engineer-in-Charge in executing work not forming part of the Contract, or
- f) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in Charge but shall nevertheless use constantly his best and endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request to rescheduling of mile stones and extension of time, to be eligible to consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period of which extension is desired.

In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the mile stones to completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within one month of the date of receipt of such request. Non application by the contractor to extension of time shall not be a bar for giving fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

In such case the Accepting Officer may grant fair and reasonable extension in the completion dates of individual items or work for which the separate period of completion is mentioned in the contract documents or work order as applicable. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-Charge to proceed with the works extension of time as granted above shall be communicated to the Contractor by the Engineer-in-Charge in writing and shall be final and binding.

No claims in respect of compensation or otherwise, however, arising as a result of extension granted shall be admitted.

VII.17. FORCE MAJEURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by IIMB or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.
- d) If the contractor is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

VII.18. PENALTY FOR DELAY IN EXECUTION:

In case of failure on the part of Contractor to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Contractor shall, without prejudice to any other right or remedy of the Company on account of such breach pay penalty as compensation @ 1.0 % per week on unfinished work/balance work upto a maximum of 10 %.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with IIMB.

VII.19. CANCELLATION OF CONTRACT FOR CONTRACTOR DEFAULT

If the Contractor:-

- a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from EIC.
- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Engineer-in-Charge.

- c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under, or
- d) Fails to complete the work, work order and items of work with individual dates for completion, and clear the site on or before the date of completion.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IIMB cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost, of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the IIMB. If the cost of completion exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Contractor by other means.

In case IIMB completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor under this condition, it shall consist of the cost of materials purchased / and / or labour provided by IIMB which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

VII.20. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

IIMB reserves the right to terminate the contract at any time after acceptance of the tender if IIMB decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractors. The compensation if any payable for such foreclosure of work will be discussed mutually between IIMB and Contractor and settled after taking into consideration the loss suffered by the Contractor on account of the foreclosure of the contract. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages which he might have derived consequent on foreclosure of the whole or part of the works. IIMB shall have the option to take over the Contractors materials or any part thereof, either brought to the site or to which the Contractor is legally bound to accept the delivery from the suppliers.

The amount of compensation payable to the Contractor due to foreclosure will be decided by the competent authority of IIMB.

VII.21. ENCLOSURES:

General Conditions, Special Conditions of contract, Tender Notice, Instructions to Bidders together with Technical Specifications, BOQ will form part of the contract. Should there be any discrepancy between the provision in the Bill of Quantities & drawings the former shall be deemed to take precedence there over.

VII.22. MODIFICATION OF SPECIFICATIONS:

No modifications or changes of specification in the Bill of Quantities will normally be accepted & such specification and rates are liable to be rejected.

VII.23. PAYMENT TERMS:

Payment in respect of work done will be based on certificate from Engineer-incharge as to the value of work done. This certificate should be supported by a bill from the contractor indicating the quantities of work done and rates adopted for evaluation of the work or percentage of work.

Memorandum of Payment:

- a. Total value of the work done up to the Present Bill ------
- b. Deduct total value of the work done up to previous bills -----
- c. Present Value of the Work Done ------
- d. Deduct Income Tax ----- 2%
- e. Deduct Electricity & water charges, if any------
- f. Any other dues recoverable by IIMB from the Contractor under the present or any other contract.-----

The percentage of payment for this project shall be broken up in stages as detailed below:

The bidder will have to quote separately for supply and erection of cables.

- (i) The bidder may either submit a single bill after completion of supply and erection work or submit separate bills after completion of supply and after completion of erection.
- (ii) If a bill is submitted after completion of supply of materials at site, 70% of the supply bill amount will be paid and remaining 30% will be paid along with the erection bill.
- (iii) On submission of the erection bill after completion of the total work, 100% of the erection bill plus 30% (remaining amount) of the supply bill will be paid.
- (iv) From every bill (supply bill and erection bill), 5% of the project value will be withheld as Security Deposit which will be returned after completion of the Defects Liability Period of One Year from the date of completion of the work.

During the progress of work for each contract the contractor shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and the bill payment will be effected.

VII.24. PRE-FINAL RAR'S:

A pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MB's by the Engineer-in-charge duly accepted by the contractor. Pre-final RAR will be sent to accounts department by the Engineer-in-charge only after the check measurements and endorsement in the MBs.

VII.25. FINAL BILL:

On completion of the work, the complete measurements are recorded in the Measurement Books and accepted by the contractor. Thereupon final bill shall be submitted by the contractor within ONE MONTH from the date of completion of the work, so as to ensure payment being made before the expiry of six months from the date of completion of work.

The bidder shall consider and include all his claims whatsoever in his final bill which shall construe and mean that the bidder shall not have any other claims whatsoever against IIMB other than those indicated in the final bill. "NO DEMAND CERTIFICATE" stating that the contractor has no other claims on IIMB, except the claims indicated in the final bill.

VII.26. ADHOC PAYMENTS:

If the payment for the final bill could not be arranged within six months from the date of the completion of the contract for reasons other than undue delay in submitting the final bill by the contractor, the Accounts Department of the Institute will make an adhoc payment against the final bill, based on the recommendations of the Engineer-in-charge. The following guidelines may be adopted while making such adhoc payment.

- a) Normally 70% of the final bill value will be paid as Adhoc Payment.
- b) All conditions of contract and recoveries to be effected should have been taken care of in the final bill.
- c) If a contractor has no other contract concurrently running in the Institute, Adhoc payment will not be made. Instead, final bill will be expedited and paid within six months from the date of completion of the contract.

VII.27. MEASUREMENTS OF WORK DONE:

The contractor should submit the measurements taken jointly with the Engineer incharge to Chief Manager (Infrastructure) along with the Invoice.

VII.28. MAINTENANCE PERIOD / DEFECTS LIABILITY PERIOD:

The normal period of maintenance for all work (other than maintenance works) will be **ONE YEAR** from actual completion of work and for special items of work such as Tar-felting, Anti-termite treatment etc., as mentioned in the body of the specification. During this period the Contractor will be responsible to rectify all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defects come to the notice, Engineer-in-Charge shall request the Contractor in writing to rectify the defects noticed.

VII.29. DEFECTS LIABILITY DEPOSIT:

After the completion of the work, the bidder has to submit the Bank Guarantee @ 5% on the Project Cost valid till the completion of the defects liability period of one year plus two months.

The Bank Guarantee thus submitted will be the Defects Liability Deposit which will be released only after the Completion of the defects liability period after inspection by the Engineer-in-Charge, on submission of request by the contractor.

In cases of any amount due from the contractor towards defects in the work during the defects liability period, such amount will be deducted from this deposit before release of the same to the contractor after defects liability period.

In case, the amount towards defects exceeds the total cost of this deposit, the contractor has to make good such difference in the amount.

VII.30. RECOVERY FOR ANY OVER PAYMENT MADE:

Should there be any over payments made inadvertently to the Contractor on this account or in any other contract, the Company shall recover such amount from the Contractor either by deducting the amount from any sums that may due or may become due to the Contractor by the Company on any account whatsoever from this or any other contract or from the security-cum-earnest money deposit made by the Contractor.

VII.31. DISMANTLED MATERIALS:

Materials obtained from demolition / dismantling work, shall remain with the Contractor at his own risk till such time the Contractor removes them to the IIMB.

Should the Contractor fail to remove such dismantled materials to IIMB within 10 days from the date of completion, the Engineer-in-Charge will be entitled to remove them at the risk and cost in all respects of the Contractor.

VII.32. INSURANCE AND INDEMNITIES:

Insurance of Works:

Contractor shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act. The Contractor shall ensure that his insurance includes for all liabilities, which should cover material and building damage, workmen's compensation, third party liabilities etc. All the above-mentioned insurance can be covered by CAR Policy for the Contract Value. The Contractor should produce evidence of insurance coverage for all above before submitting invoices for payment. Such insurance shall be affected with an insurer and in the terms approved by IIMB.

If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Contract, the Contractor may assign such policy/ policies in favour of Indian Institute of Management Bangalore, in lieu of taking out fresh policies in the name of Indian Institute of Management Bangalore.

Insurance against accident or injury to Workers: IIMB shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person or any Sub-Contractor. The Contractor shall indemnify and keep indemnified IIMB against all such damages and compensation, and against all liability, claims, proceeding, costs, charges and expenses whatsoever in respect thereof or in relation thereto

VII.33. ARBITRATION:

Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instruction herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director if the Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director willing to act as such arbitrator. The arbitrator to whom the matter is originally referred being transferred or vacating his Office or being unable to act for any reason such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- a) Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.
- b) It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.
- c) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.
- f) The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- g) The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.
- h) The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

VII.34. WORKMEN'S COMPENSATION ACT AND OTHER LABOUR ACT:

The Contractor shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the EIC. The Contractor shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act, Employer liability Act, workmen's compensation Act, ESI Act or any other Act or enactment relating thereto and rules framed there under from time to time. The Contractor shall engage labour only on and during the hours of working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the IIMB.

VII.35. FAIR WAGE:

The Contractor shall pay wages not less than fair wages to labourers, workmen engaged by him on the work fair wage means wage for the various categories of labour workmen fixed from time to time by the Labour Authorities of the area. The

Contractor shall ascertain the minimum fair wage prevailing in the area before submitting tender.

- VII.36. The Contractor shall abide by all the provision of the Contract Labour (Regulation and Abolition) Act, which the Contractors are expected to have gone through before quoting for the tender, which interalia contain the following:
- a) Safeguard the welfare and health of labourers.
- b) Ensuing timely payment of wages to the labourers by the Contractors.
- c) Provide Rest Rooms and Canteen Facility and First Aid Facility.
- d) Obtain Registration Certificates and License issue by the competent authority.

The Contractor shall also comply with the requirements of act regarding the employment of the Child Labour.

VII.38. GOODS AND SERVICES TAX (GST)

The contractor should have valid GST Registration and the contractor should submit the invoices indicating the following details in the invoice.

- a) Name and address of the Contractor
- b) GST No. of the contractor
- c) IIMB GST No.
- d) HSN Codes for each individual item if any
- e) All other relevant details

VII.39. CONTRACT AGREEMENT:

The Contractor shall submit the contract agreement on a stamp paper in a prescribed form duly signed within fifteen days of issue of Work Order. (Format is given under Proforma I).

VII.40. INTERPRETATION:

- a) In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The EIC or his nominee will provide instructions clarifying queries about the conditions of contract.
- b) If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

VII.41. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Contractor. IIMB shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

VII.42. RESPONSIBILTY OF CONTRACTOR AGAINST RISKS:

During currency of the contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and IIMB shall not be responsible for loss, damages etc. as aforesaid. The Contractor shall solely be responsible for protecting and securing such property.

VII.43. INSPECTION OF WORK:

- a) The Engineer-in-Charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.
- b) Should the Engineer-in-Charge consider, at any time during the construction or reconstruction or prior to the expiration of the maintenance period, that any work has been executed with unsound imperfect or unskilful workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in respect whereof the decision of the Engineer-in-Charge shall be final binding and conclusive), the Contractor shall on demand in writing from the Engineer-in-Charge specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer-in-charge, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in its demand aforesaid, IIMB may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this conditions shall not extend beyond the maintenance period except as regards workmanship which the EIC shall have previously given notice to the Contractor to rectify.

VII.44. APPROVAL OF WORKS BY STAGES:

All work consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Contractor shall give due notice in writing to the Engineer-in-Charge when such stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in

the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

If any work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Engineer-in-charge. Also in the event of failure of the Contractor to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Contractor's expense.

VII.45. SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC. :

Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Contractor with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him.

VII.46. Special Condition as stated in the above Clauses are fully read and are acceptable to me/us.

DATA SHEET

1.0 SITE CONDITIONS

- a) Ambient air temp. (max.)
 b) Ambient air temp. (min.)
 c) C:
- c) Design ambient temp. ° C
- d) Relative humidity for design purposes:
- e) Height above mean sea level in meters:
- f) Earth quake data:
 - i. Seismic zone: IS:1893-84
 - ii. Seismic acceleration: As per IS
- g) Wind data
- i. Site Wind Pressure in Kgf/m2 (As per IS):

2.0 ELECTRICAL SYSTEM PARTICULARS

a) Line Voltage: 660V
b) Highest System Voltage (kV) 1.1
c) Number of Circuits 1
d) Frequency 50 Hz

e) Neutral effectively earthed/unearthed as per SOQ

f) Short circuit level (KA) As per standards

TECHNICAL DATA SHEET (To be furnished by Vendor)

Notes:	SEPARATE DATA SHEET TO BE FILLED UP FOR EACH SIZE OF CABLE (*) indicated Cells to be filled up by the Bidder. For other Cells under Column D, Bidder to fill up any one from options "Confirmed/Not Applicable/Later" as appropriate						
SI. No.	TECHNICAL DETAILS	MINIMUM REQUIRMENT	BIDDER CONFIRMATION				
1	Name of the manufacturer	(*)					
2	Type of cable	A2XFY					
3	Voltage grade (KV)	1,100					
4	No of cores X size in Sqmm	(*)					
5 a)	Maximum conductor temperature under normal operating conditions						
b)	Maximum conductor temperature at the termination of short circuit	250 °C					
6 a)	Permissible Voltage Variation	± 10%					
b)	Permissible Frequency Variation	± 5%					
c)	Combined Voltage & Frequency variation	± 10%					
7	Conductor						
a)	Material	H2/H4 grade Stranded Aluminium as per Class 2 of IS 8130/84,latest					
b)	Maximum D.C resistance of conductor at 20 Deg C (Ohms/km)						
c)	Shape of the conductor	Stranded compacted Circular					
8	Conductor screening						
a)	Material	Extruded Semi conducting					
b)	Min. thickness (mm)	(*)					
9	Insulation						
a)	Material	XLPE as per IS 7098(Pt-2)/85,					
b)	Nominal thickness (mm)	(*)					

10	Insulation screening		
I	Non-Metallic		
Α	Material	Extruded Semi	
		conducting	
В	Min. thickness (mm)	(*)	
II	Metallic Tape		
Α	Material	(*)	
В	Approximate thickness (mm)	(*)	
11	Inner Sheath		
Α	Material	EXT.PVC Type ST2	
		as per iS	
В	Min thickness (mm)	(*)	
12	Armouring		
Α	Material and Type	G.S.Flat Strip	
В	Nom.Size of the armour (mm)	(*)	
13	Outersheath		
Α	Material	Extruded PVC Type	
		ST2 as per IS	
		5831/84,latest	
В	Min thickness (mm)	(*)	
14	Electrical Parameters		
Α	A.C resistance of cable at	(*)	
	maximum operating		
	temperature (Ohms/Km)		
В	Approx capacitance in (µf/km)	(*)	
С	Approx. Reactance (Ohm/km)	(*)	
15	Current Rating		
	in air at 40 Deg C (Amps.)	(*)	
	in ground at 30 Deg C (Amps.)	(*)	
16	Short circuit current of	(*)	
	conductor for 1 second in KA		
17	Standards to which the cables	IS 8130/84,IS	
	confirm	7098(Pt-II)/85,IS	
		5831/84,IS 3975/88	
		etc., with latest upto	
		date amendments	
18	Nom. Overall diameter (± 3.0	(*)	
	mm) mm		

LV CABLE ACCESSORIES

1. Fire retardant Cable Paint & Fire Barrier

The fire retardant paint / barrier shall be listed by independent test agencies such as UL, FM or OPL and be tested to, and pass the criteria of ASTM E 814 (UL1479) standard test method for fire test through- penetration fire stops and ASTM E 1996 (UL 2079) standard test method for fire resistive joint system.

2. Fire retardant cable Paint

The Fire resistant cable coating / painting shall be intumescent / ablative, water based compound, The coating shall expand up to 10 times, supplied in a manufacturer seal container indicating manufacturing and expiry dates. The coating material shall be non-toxic, asbestos free, & halogen free and shall have good mechanical strength. The colour of paint shall be white and density of coating shall be 1.3kg/ltr, coating shall have a snap time of 30 minutes, the expansion shall begin at 230 deg.C and it shall have a oxygen index of 41%.

Coating shall be applied by ordinary paint brush after cleaning the cables of dust and oil deposition. A minimum textured finish of 3 mm wet film thickness shall be achieved by applying the material in 2-3 layers leaving intervals of 2 to 8 hours depending upon the moisture and thickness, moisture and temperature hours between each coat.

3. Fire Barrier sheet for floor and wall sealing

The framing & fixing part of fire barrier sheet shall be very simple & directly fixed around walls & floors by help of anchored bolts & washer. For 2 hour fire rating the fire barrier sheet shall be minimum 7.62 mm thick and shall be cut as per the profile of penetration and opening. The small gap left around the penetration shall be closed with fire rated soft & mouldable putty. Fire barrier must be design on the intumescent technology to seal larger penetration through the fire rated walls & floors. Fire barrier must be a composite construction with the quality incorporated with organic/ inorganic fire resistive elastomeric sheet with specific gravity of 1.6 gm/ cubic centimeter.

4. Joints in Cables

The Contractor shall take care to see that all the cables received at site are apportioned to various locations in such a manner as to ensure maximum utilization and avoid cable jointing. This apportioning shall be got approved by the Owner's site representative before the cables are cut to lengths. Where joints are unavoidable heat shrinkable type joints shall be made. The location of such joints shall be got approved from the Owner's site representative and shall be identified through a marker.

5. Jointing Boxes for Cables

Cable joint boxes shall be installed with heat shrinkable sleeve and of appropriate size, suitable for XLPE armoured cables of particular voltage rating.

6. Jointing of Cables

All cable joints shall be made in suitable, approved cable joint boxes and the filling in of compound shall be done in accordance with manufactures' instructions and in an approved manner. All straight through joints shall be done in epoxy mould boxes with epoxy resin. All cables shall be joined colour to colour and tested for continuity and insulation resistance before jointing commence. The seals of cables must not be removed until preparations for jointing are completed. Joints shall be finished on the same day as commenced and sufficient protection from the weather shall be arranged. The conductors shall be efficiently insulated with high voltage insulating tape and by using of spreaders of approved size and pattern. The joints shall be completely topped up with epoxy compound so as to ensure that the box is properly filled.

7. Cable End Terminations

Cable end termination shall be done in cable terminal box using crimping sockets and proper size of glands of double compression type.

8. Bonding of Cables

Where a cable enters any piece of apparatus, it shall be connected to the casing by means of an approved type of armour clamp and gland. The clamps must grip the armouring firmly to the gland or casing, so that no undue stress is passed on to the cable conductors.

POWER CONTROL CENTERS (PCC)

1. Scope:

This specification is to cover the requirement of design, manufacture, supply, installation, testing and commissioning of Power Control Centers (PCC) with all components, Instruments, fittings and accessories for efficient operation without any trouble.

2. Standards & Codes of Practice:

The following Indian Standard Specifications and Codes of Practice will apply to the equipment and the work covered by the scope of this contract. In addition the relevant clauses of the Indian Electricity Act (2003) and CEA Regulations (2010) for Measures relating to Safety and Electrical Systems as amended up to date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable.

Necessary test certificates in support of the certification shall be submitted prior to supply of the equipment. It is to be noted that updated and current Standards shall be applicable irrespective of those listed below:

a) Low Voltage switchgear & control gear, IS 13947: 1993

i. Part I : General rulesii.Part II : Circuit Breakers

iii. Part III : Switches, dis-connectors, switch-dis-connectors and fuse

combination units

iv. Part IV : Contactors and Motor starters

v. Part V : Control circuit devices and switching elements

b) Marking of Switchgear bus-bars IS 11353 : 1985

c) Degree of Protection of Enclosures for low voltage

switchgear. IS 2147 : 1962 d) Electrical relays for power system protection IS 3231 : 1986

e) Code of Practice for selection, installation and

Maintenance of switchgear & control gear IS 10118: 1982

f) Low voltage switchgear & control gear assemblies IS 8623 : 1993

3. Design and construction:

3.1 Design requirements & Switch Board Configuration:

The panel shall be suitable for operation on 440volt, 3-phase,4-wire 50Hz system to withstand a short circuit level specified in the BOQ.

The Panel shall be designed for operation in high ambient temperature up to 45 degrees centigrade and high humidity up to 95% and tropical atmospheric conditions. Means shall be provided to facilitate ease of inspection, Maintenance and Servicing.

The Switch Board shall be configured with Air Circuit Breakers, MCCB's, and other equipment as called for in the Bill of Quantities.

The MCCB's shall be arranged in multi-tier formation whereas the Air Circuit Breakers shall be arranged in Single (or) Double-tier formation only to facilitate operation and maintenance.

The Switch Boards shall be of adequate size with a provision of 25% spare space to accommodate possible future additional switch gear.

All equipment used to configure the Switch Board shall comply to the relevant Standards and Codes of the Bureau of Indian Standards and to the detailed technical Specifications as included in this tender document.

3.2 Constructional requirements :

The Power Control Center shall be of

- Metal-clad, cubicle pattern, extensible, dead front, floor-mounting, free-standing type suitable for indoor mounting on Built up Trenches with U Channels of adequate size.
- ii) Made up of the requisite vertical sections, which when coupled together shall form continuous dead front switch board.
- iii) Dust and damp protected, the degree of protection shall be better than IP 54 as specified in IS-2147, if specified in schedule.
- iv) Readily extendable on both sides by the addition of vertical sections after removal of the end covers.
- v) Single front construction with the circuit breaker feeder and switch-fuse feeders suitable for operation from the front of the panel.
- vi) The Switch Boards shall be totally enclosed, completely dust and vermin proof. Synthetic rubber gaskets between all adjacent units and beneath all covers shall be provided to render the joints dust and vermin proof to provide a degree of protection of IP 54. All doors and covers shall also be fully gasketted with synthetic rubber and shall be lockable.

- vii) The Switch Board shall be fabricated with CRCA Sheet Steel of thickness not less than 2.0 mm and shall be folded and braced as necessary to provide a rigid support for all components. The doors and covers shall be constructed from CRCA sheet steel of thickness not less than 1.6 mm. Joints of any kind in sheet metal shall be seam welded and all welding slag ground off and welding pits wiped smooth with plumber metal.
- viii) All panels and covers shall be properly fitted and square with the frame. The holes in the panel shall be correctly positioned.
- ix) Fixing screws shall enter holes tapped into an adequate thickness of metal or provided with hank nuts. Self-threading screws shall not be used in the construction of the Switch Boards.
- x) The PCC shall have the feeder ratings as per the schematic diagrams enclosed with the schedule and constructed only of materials capable of withstanding the mechanical, electrical and thermal stresses as well as the effects of humidity, which are likely to be encountered in normal service.

3.3 Vertical Sections:

Each vertical section shall comprise a front-framed structure, rolled, folded, sheet-steel channel section of minimum 2 mm thickness rigidly bolted together. This structure shall house the components contributing the major weight of the equipment such as circuit breaker, switch fuse units, main horizontal bus bars, vertical risers and other front mounted accessories. The structure shall be mounted on a rigid base frame of folded sheet steel of minimum of 2.0mm thickness and 100mm height. The design shall ensure Structural stability during Transit and also during Operation after Commissioning Suitable cable chamber housing the cable end connections and power / control cable terminations shall be provided. The design shall ensure generous availability of space for ease of installation and maintenance of cabling and adequate safety for working in one vertical section without coming into accidental contact with live parts in the adjacent section.

A cover plate at the top of the vertical section shall be provided with necessary ventilating arrangements. Any aperture for ventilation shall be covered with a perforated sheet having less than 1 mm diameter perforations to prevent entry of vermin.

3.4 Sheet Steel Cubicle:

3.4.1 The sheet steel cubicle shall be designed in fully segregated multi-tier formation. Each cubicle shall have hinged front access door with easy operating fasteners. All the doors and covers shall be heavily gasket to make the compartment dust tight. Each cubicle shall have a covering at the bottom to make a dust and vermin proof construction. Door hinges shall be of concealed type.

The cubicle shall be of minimum 2 mm thick sheet steel. Sheet steel shrouds and partitions shall be of minimum 1.6 mm thickness. All sheet steel work forming the exterior

of switch boards shall be smoothly finished, leveled and free from flaws. The corners shall be rounded. The minimum Thickness of Gland plates shall be 3mm.

3.4.2 The apparatus and circuits in the power control centers shall be so arranged as to facilitate their operation and maintenance at the same time to ensure the necessary degree of safety.

Apparatus forming part of the control centers shall have the following minimum clearance.

i) between phases

- 25 mm

- 25 mm ii) between phase and neutral iii) between phases and earth

- 25 mm

iv) Between neutral and earth - 19 mm

When, for any reason, the above clearances are not available suitable insulation shall be provided. Clearance shall be maintained during normal service conditions. Creepage distances shall comply with those specified in relevant standards.

- **3.4.3** All insulating materials used in the construction of the equipment shall be non-hygroscopic duly treated to withstand the effect of high humidity, high temperature and tropical ambient service conditions.
- Functional units such as circuit breakers and fuse-switches shall be arranged in multitier formation, except that not more than One air circuit breaker housed in a single vertical section.
- **3.4.5** Metallic/insulated barriers shall be provided within vertical sections and between adjacent sections to ensure prevention of accidental contact with:
 - i) Main bus-bars and vertical risers during operation, inspection (or) maintenance of functional units and front connected accessories.
 - ii) Cable terminations of one functional unit, when working on those of adjacent unit/units.
- **3.4.6** All doors / covers providing access to live power equipment / circuits shall be provided with tool operated fasteners to prevent unauthorized access.
- Provisions shall be made for permanently earthing the frames and other metal parts of the switchgear by two independent connections. The earth connections shall be extended to the bases of SFUs.

3.5 Metal treatment and finish:

All steel works used in the construction of the switch boards shall have undergone a suitable rigorous metal treatment process so as to remove oxide scales and rust formation and to facilitate a durable coating of the paint on the metal surfaces and also to prevent the spreading of rust, in the event of the paint film being mechanically damaged.

Two coats of Anti-Corrosive primer followed by a finishing coat of Epoxy powder coating of the shade 631 of IS: 5 (i.e., Siemens grey) shall be given. The total thickness of paint shall not be less than 25 micron.

3.6 Bus-Bars:

- a) The bus-bars shall be housed in non-segregated sheet steel compartments in the cubicle at convenient locations with provision for access to the buses from the front of the panel. The bus-bar shall be suitably braced with DMC/SMC supports to provide a through fault withstand capacity as per SOQ symmetrical for one second and a peak short circuit withstand capacity as per applicable standards. The neutral as well as the earth bus shall be capable of with-standing the above fault level.
- b) The Bus Bar and interconnections shall be of electrolytic Copper/Aluminum as per SOQ and of rectangular cross sections suitable for full load current for phase busbars and half rated current for neutral bus bar. The maximum current density for copper shall be 1.25 amps per sq. mm. and for Aluminium shall be 0.8 amp per Sq. mm. and suitable to withstand the stresses of fault level specified in SOQ at 415 volts for 1 second or as per Schedule Of Quantities.
- c) Large clearance and creeping distance shall be provided on the bus-bar system to minimize the possibility of a fault.
- d) High tension bolts, nuts and spring washers shall be provided at all bus-bar joints.
- e) Maximum temperature of the bus and the connections shall not exceed 85 degrees centigrade. The bus-bars shall be of liberal design The main phase bus-bars shall have continuous current rating throughout the length of each power control center and the neutral bus-bars shall have continuous rating of at least 50% of phase busbars.
- f) Connections from the main bus-bars to functional circuits shall be arranged and supported so as to withstand without any damage or deformation, the thermal and dynamic stresses due to short circuit currents.
- g) All bus-bars and tappings shall be provided with color coded heat shrinkable sleeves for phase identification.
- h) All joints/tapping points of the buses shall be suitably shrouded to prevent accidental contact.
- i) The bus-bars shall be extensible on either side of the Switch Board.
- j) The bus bars shall be supported on non-breakable, non-hygroscopic insulated supports at regular intervals, to withstand the forces arising from a fault level of fault level specified in BoQ at 415 volts for 1 second or as per Bill of quantities.

k) All bus bar connections in Switch Boards shall be bolted with brass bolts and nuts. Additional cross section of bus bars shall be provided wherever holes are drilled in the bus bars.

3.7 Switch-board Dimensional Limitations:

- a) A base channel 75 mm x 5 mm thick shall be provided at the bottom.
- b) A minimum of 200 mm blank space between the floor of switch board and bottom most unit shall be provided.
- c) The overall height of the Switch Board shall be limited to 2300 mm
- d) The height of the operating handle, push buttons etc., shall be restricted between 300 mm and 2000 mm from finished floor level.

3.8 Switch Board Compartmentation:

The Switch Board shall be divided into distinct separate compartments comprising:

- a) A completely enclosed ventilated dust and vermin proof bus bar compartment for the horizontal and vertical bus-bars.
- b) Each circuit breaker, and MCCB shall be housed in separate compartments enclosed on all sides.
- c) Sheet steel hinged lockable doors for each separate compartment shall be provided and duly interlocked with the breaker/switch fuse unit in "on" and "off" position.
- d) For all Circuit Breakers separate and adequate compartments shall be provided for accommodating instruments, indicating lamps, control contactors and control fuses etc. These shall be accessible for testing and maintenance without any danger of accidental contact with live parts of the circuit breaker, bus-bars and connections.
- e) A horizontal wire way with screwed cover shall be provided at the top to take interconnecting control wiring between vertical sections.
- f) Separate cable compartments running the height of the Switch Board in the case of front access Boards shall be provided for incoming and outgoing cables.
- g) Cable compartments shall be of adequate size for easy termination of all incoming and outgoing cables entering from bottom or top.
- h) Adequate and proper support shall be provided in cable compartments to support cables.

3.9 Switch Board Interconnections

- a) All connections between the bus bars/Breakers/cable terminations shall be through solid copper strips of adequate size to carry full rated current and PVC/fibre-glass insulated.
- b) For unit ratings up to 100 amps PVC insulated copper conductor wires of adequate size to carry full load current shall be used. The terminations of all such interconnections shall be crimped.

3.10 Draw-out Features

Air-Circuit Breakers shall be provided in fully draw-out cubicles. These cubicles shall be such that draw-out is possible without disconnection of the wires and cables. The power and control circuits shall have self-aligning and self-isolating contacts.

The fixed and moving contacts shall be easily accessible for operation and maintenance. Mechanical interlocks shall be provided on the draw-out cubicles to ensure safety and compliance to relevant Standards. The MCCB's shall be provided in fixed type cubicles.

3.11 Instrument Accommodation

- a) Instruments and indicating lamps shall not be mounted on the Circuit Breaker Compartment door for which a separate and adequate compartment shall be provided and the instrumentation shall be accessible for testing and maintenance without danger of accidental contact with live parts of the Switch Board.
- b) For MCCB's instruments and indicating lamps can be provided on the compartment doors.
- c) The current transformers for metering and for protection shall be mounted on the solid copper/aluminum bus-bars with proper supports.

3.12 Wiring

All wiring for relays and meters shall be with PVC insulated copper conductor wires. The wiring shall be coded and labeled with approved ferrules for identification. The minimum size of copper conductor control wires shall be 1.5 sq. mm.

3.13 Cable Terminations

- a) Knockout holes of appropriate size and number shall be provided in the Switch Board in conformity with the location of incoming and outgoing conduits/cables.
- b) The cable terminations of the Circuit Breakers shall be brought out to terminal cable sockets suitably located at the rear of the panel.

- c) The cable terminations for the MCCB's shall be brought out to the rear in the case of rear access switchboards or in the cable compartment in the case of front access Switch Boards.
- d) The Switch Boards shall be complete with tinned brass cable sockets, tinned brass compression glands, gland plates, supporting clamps and brackets etc., for termination of 1100 volt grade aluminum conductor PVC/PVCA cables.

3.14 Space Heaters

The Switch Board shall have in each panel thermostatically controlled space heaters with a controlling 15 amp 230 volt switch socket outlet to eliminate condensation.

3.15 Earthing

A main earth bar of G.I./copper as required shall be provided throughout the full length of the Switch Board with a provision to make connections to the sub-station earths on both sides.

3. 16 Name Plates and Labels

Suitable engraved white on black name plates and identification labels of metal for all Switch Boards and Circuits shall be provided. These shall indicate the feeder number and feeder designation.

3.17 Installation

The foundations prepared as per the manufacturers drawings shall be levelled, checked for accuracy and the Switch Board installed. All bus bar connections shall be checked with a feeler gauge after installation. The cable end boxes shall be sealed to prevent entry of moisture. The main earth bar shall be connected to the sub-station earths.

A 15 mm thick rubber matting of approved make on a 100 mm high timber platform shall be provided in front of and along the full length of the Switch Board. The width of the matting shall be 1000 mm. The rubber mat shall withstand 15 KV for 1 minute and leakage current shall not exceed 160 mA/sq. metre.

After installation the Switch Board shall be tested as required prior to commissioning.

LIST OF APPROVED MAKES OF MATERIALS

SI. No	Description	Makes			
1	FRLS Conduits	VIP, Precision			
2	LT Cables	Finolex, KEI, Polycab			
3	Cable Glands	Comet, Braco, Jainson			
4	Cable Lugs	Dowells, 3D			
5	Trays	Pushpak, Classic			
6	Panels	CPRI Approved LT Panel			
7	DWC Pipes	Reputed certified Manufacturer			
8	OFC	Commscope, Legrand			

NOTE: PRIOR APPROVAL FROM THE ENGINEER IN-CHARGE IS TO BE TAKEN FOR USE OF ANY OF THESE ITEMS

ANNEXURE 1

PRICE BID FORMAT

Name of the work : Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area

Schedule of Quantities							
	Name of the company						
S.No	Description	Unit	Qty	Supply		Installation	
	•	J	Qty	Rate	Amount	Rate	Amount
1	Supply and Laying of following sizes cables in Tray /cable trench / buried in ground / clamped to wall with suitable clamps / trefoil clamps for single core cable, saddles, and fixing bolts and including testing and commissioning of the following 1100 volt grade, XLPE/PVC insulation cable (extruded PVC compound) PVC compound inner sheath and extruded black PVC compound outer sheath complete as per IS 7098 Part I, IS 1554 and IS - 694 required. The costs shall include for all cables to be provided suitable cable tags, PVC ties, dressing clamps or GI strips as per specification and as required. Cable installation shall be carried out as per relevant IS codes and standards. Make of cable: Polycab /KEI/Finolex						
	Cables shall be measured on the basis of linear centre line measurement from gland to gland.						
1.1	3.5C x 400 sq.mm, Stranded Aluminium, XLPE, Armoured Cable .	Mtr	400		0		0
1.2	3.5C x 240 sq.mm, Stranded Aluminium, XLPE, Armoured Cable .	Mtr	105		0		0
2	Supply and fixing of Cable Termination for the above cables including the cost of crimping heavy duty tinned copper lugs, nickel plated brass double compression glands, providing an ring type earth tag, insulation tape, cable tag, shrouding boots and all requisite material for						

	completion of termination complete as required.				
2.1	3.5C x 400 sq.mm, Stranded Aluminium, XLPE, Armoured Cable	Nos	8	0	0
2.2	3.5C x 240 sq.mm, Stranded Aluminium, XLPE, Armoured Cable	Nos	8	0	0
3	Out door compartmentalized bus bar box with bus rating suitable for 1000 Amps .Panel shall be of Form 3B type with canopy and double door construction suitable for IP55 protection and shall have 2 compartment. Each compartment shall have Aluminium busbar to enable connection of 2runsx 400sq.mm Ar. Al cable as incoming cable and 2runsx 240sq.mm Ar. Al cable as Outcoming cable. With an Outgoing of 400A MCCB , TPN , 36 KA , with rotary hand extension , RYB indication lamp , control MCB etc. Out going cable size - 2 R, 3 ½ , 240 Al armored cable for MCCB. Makes: MCCB: Schneider / Legrand	Nos	1	0	0
4	Outdoor 250 A, 4P, change over panel comprising C/o Switch, O/G, 250 A, 4P, MCCB, with base frame/stand with busbar rating suitable for 400 A, suitable for connecting 1R, 3 1/2 x240 sq.mm, Al armored cable. As incoming and outgoing. Busbar - Aluminium	Nos	1	0	0
5	Excavation in all type of soil to a dimension of 600 mm x 1000 mm, backfilling with river bed sand/manufactured sand to a height of 100mm for Laying LT Cables, laying protective bricks, warning tape, backfilling with excavated soil, fixing concrete route marker at every 15m interval, Compaction of soil after back filling, compacting as per specifications, removal of excess soil from site. Only Manual excavation allowed.	M	150	0	0

	Excavation in all type of soil to a dimension of 300 mm x 1000 mm, backfilling with river bed sand/manufactured sand to a height of 100mm for Laying LT Cables, laying protective bricks, warning tape, backfilling with excavated soil, fixing concrete route marker at every 15 m interval, compacting as per specifications,	Mtr	200	0	0
	removal of excess soil from site. Only Manual excavation allowed .				
6	Supply & Installation of standard G.I. Pipe Earth station, with 38mm dia. G.I. pipe including construction of brick pedestal, providing meshed funnel, Heavy Duty Concrete slab cover and other civil Engineering works, spreading a homogeneous mixture of salt charcoal around the pipe etc, completely as per IS 3043,1987 or latest revision	No	2	0	0
7	Road cutting - removal of asphalt, removal of soling etc Dimension 300 width x 300 depth and disposal of debris out side the campus.	Mtr	50	0	0
8	Supply and laying of armored 12 Core 50 Micron / 125 Micron cladding / 250 Micron coating fiber optic cable for laying in side the ground. Sample shall be submitted for approval.	Mtr	300	0	0
9	Supply and laying of 2 1/2 " dia , 2mm thick PVC flexible pipe for laying fiber optic cable	Mtr	300	0	0
10	Fiber Optic cable joint suitable for above cable with necessary accessories.	No	2	0	0
11	Civil foundation of Out door Busbar box . Excavation , solid block mansory below ground level, Concreting above ground level, plaster and making good with smooth finish .	Nos	2	0	0
12	Supplying and laying of DWC Pipe 160mmdia IS16205 part24 for drawing of UG Cables/ELV cables with necessary collars.	Mtrs	30	0	0

Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area

13	Supplying and laying of underground NP3 Hume Pipes for drawing of UG Cables 200mm dia inside premises with necessary collar and filling.	Mtrs	30	0	0
14	Removal Existing 3.5cx240sqmm Cable	Nos	4		0
	Termination.				
	Sub-Total Amount			-	-
	Total Amount (Supply + Erection)				-
	GST as applicable.				

ANNEXURE 2

SECTION 1 A: PROCEDURE FOR SUBMISSION OF e-BIDDING

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com.

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal https://mhrd.euniwizarde.com by clicking on the link "Bidder Enrolment" as per portal norms.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as
 - i) Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
 - ii) NSIC/ MSME registration certificate (in case of bidders claiming exception of EMD while submitting a bid) EMD exemption
- d) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly have all relevant documents in a single PDF file of compliance sheet.
- j) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060**, **+91 6122520545**, **Gagan +91 8448288987/88**, **Vijay +91 8448288989**, **Sanjeeth +91 8882495599**.
- 7. The bidder has to "Request the tender" to MHRD portal before the "Date for Request tender document", to participate in bid submission.
- **8.** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- **9.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- **10.** No deviation to the technical and commercial terms & conditions are allowed.
- **11.** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

SECTION 1 B: INSTRUCTION TO BIDDERS REGARDING e-BIDDING

- 1. The bid should be submitted in two covers System-Technical Bid and Financial Bid online through portal https://mhrd.euniwizarde.com:
- 1.1 **Technical Bid:** The agencies should give details of their technical soundness and provide a list of customers of a previous supply of similar items to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents. These should be uploaded **online tender** (https://mhrd.euniwizarde.com/) and digitally.

1.2. Document to be scanned and submitted by uploading in the technical bid:

- a) The Bidder should possess a Licence certificate for manufacture /supply of the item.
- b) List of Owner/partners of the firm and their contact numbers
- c) The Bidder should possess Income-tax PAN Number.
- d) The Bidder should possess a valid GST registration number.
- e) Catalogue of the Product with detailed product specifications.
- f) List of Service Centres
- g) List of customers with contact details.
- h) The average annual turnover should not be less than 30% of the estimated cost put to tender/Tender for the job work. The copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed
- i) Warranty Period Offered for the tendered item to be specified. If the Warranty period is not conforming to the schedule of requirements given in section 3 of the document, the bid is liable to be treated as non-responsive and rejected.
- j) NSIC/ MSME registration certificate (in case of bidders claiming exception of EMD while submitting a bid)

PROFORMA - A

AUTHORIZATION LETTER

(Please submit this letter in your letter head at the time of opening of the bids)

То

Chief Manager (Infrastructure) Estate Section Indian Institute of Management Bangalore Bannerghatta Road, Bangalore - 560 076

Sub: Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area

This has reference to your above subject. hereby authorized to attend the bid open organization.				is of our
The specimen signature is attested below:				
Specimen Signature of Representative				
Signature of Attesting Authority	Signature of	· Authorizing	the	Bidder

Name of Authorizing Authority of the Bidder

PROFORMA - B

ACCEPTANCE OF TERMS AND CONDITIONS

(Please submit this acceptance letter in your company letterhead along with Tender Document)

To

Chief Manager (Infrastructure)
Estate Section
Indian Institute of Management Bangalore
Bannerghatta Road,
Bangalore - 560 076

Sub: Rerouting of Power and Telephone Cable at Proposed Hostel
Constrution Area

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

I/We have read and examined the Notice Inviting Tender and all its components of the draft agreement to be entered into with the IIMB and understood all other relevant particulars.

I/We are fully qualified to render the service under the said contract and have understood the scope of work, terms and conditions, IIMB time schedule and the percentage of Overhead and Profits will be quoted separately in "Price Bid" furnished.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that until a regular agreement is executed, this document with the IIMB written acceptance thereof shall constitute a binding contract between us.

DATE:	Signature of the Bidder
	0.9 0 2

PROFORMA - C

AGREEMENT WITH THE BIDDER

(To Be Executed On Non Judicial Stamp Paper Of The Value Of Rs._____)

Articles of Agreement for "Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area" ("Agreement") is executed on the <insert date="" present="">day of Two Thousand And Twenty,</insert>
Between
Indian Institute of Management Bangalore ("IIMB"), an Institute of Nationa Importance declared under the Indian Institutes of Management Act, 2017 having its registered office at Bilekahalli, Bannerghatta Road, Bangalore- 560076, represented through its Director (hereinafter called "IIMB", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the One Part;
And
, an organization duly incorporated under the applicable laws
of India and having its office hereinafter called the contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the Other Part.
IIMB, and the Contractor shall be individually referred to as " Party " and jointly referred to as " Party " and jointly referred to as " Parties ".
Whereas
IIMB has, through the Tender dated invited reputed bidders for executing the works in connection with "Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area". The Contractor, being the successful bidder has been issued the Work Order dated bearing
• IIMB and the Contractor agree to bind themselves on the terms and conditions hereinafter mutually agreed to.
Hence this Agreement is now made and entered into and both the Parties agree as follows:
Scope of Work: The Scope of Work shall be as per the stipulations contained in the terms and conditions mentioned in the Tender documents on "Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area" dated The approximate value of the project, as per the Work

	er is Rs cable GST.	(Rupees	Only) exclusive of
1.	fully complete all th within and in the manner	e essence of the Contract. The le works specified in the Work Or from the dat and pursuant to the terms, oblig aid Tender and Work Order.	der and Tender Document, i.e., e stipulated in the Work Order

3. Penalty (Liquidated Damages) for Delay in Supply:

In case of failure on the part of Contractor to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Contractor shall, without prejudice to any other right or remedy of the Company on account of such breach pay penalty as compensation @ 1.0 % per week on unfinished work/balance work upto a maximum of 10 %.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with IIMB.

4. Payment Terms:

Payment in respect of work done will be based on certificate from Engineer-incharge as to the value of work done. This certificate should be supported by a bill from the contractor indicating the quantities of work done and rates adopted for evaluation of the work or percentage of work.

Memorandum of Payment:

- a. Total value of the work done up to the Present Bill ------
- b. Deduct total value of the work done up to previous bills -----
- c. Present Value of the Work Done -----
- d. Deduct Income Tax ----- 2%
- e. Deduct Electricity & water charges, if any-----
- f. Any other dues recoverable by IIMB from the Contractor under the present or any other contract.-----

The percentage of payment for this project shall be broken up in stages as detailed below:

The bidder will have to quote separately for supply and erection of cables.

The percentage of payment for this project shall be broken up in stages as detailed below:

The bidder will have to quote separately for supply and erection of cables.

- (i) The bidder may either submit a single bill after completion of supply and erection work or submit separate bills after completion of supply and after completion of erection.
- (ii) If a bill is submitted after completion of supply of materials at site, 70% of the supply bill amount will be paid and remaining 30% will be paid along with the erection bill.
- (iii) On submission of the erection bill after completion of the total work, 100% of the erection bill plus 30% (remaining amount) of the supply bill will be paid.
- (iv) From every bill (supply bill and erection bill), 5% of the project value will be withheld as Security Deposit which will be returned after completion of the Defects Liability Period of One Year from the date of completion of the work.

During the progress of work for each contract the contractor shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and the bill payment will be effected.

B. Pre-Final RAR:

A pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MB's by the Engineer-in-charge duly accepted by the contractor. Pre-final RAR will be sent to accounts department by the Engineer-in-charge only after the check measurements and endorsement in the MBs.

C. Final Bill:

On completion of the work, the complete measurements are recorded in measurement books and accepted by the contractor. Thereupon a final bill shall be submitted by the contractor within ONE MONTH from the date of completion of the work, so as to ensure payment being made before the expiry of six months from the date of completion of work. A 'NO DEMAND CERTIFICATE' against the company under the contract.

D. Adhoc Payments:

If the payment for the final bill could not be arranged within six months from the date of the completion of the contract for reasons other than undue delay in submitting the final bill by the contractor, the Accounts Department of the Institute will make an adhoc payment against the final bill, based on the recommendations of the Engineer-in-charge. The following guidelines may be adopted while making such adhoc payment.

- a) Normally 70% of the final bill value will be paid as Adhoc Payment.
- b) All conditions of contract and recoveries to be effected should have been taken care of in the final bill.

c) If a contractor has no other contract concurrently running in the Institute, Adhoc payment will not be made. Instead, final bill will be expedited and paid within six months from the date of completion of the contract.

5. Obligations of Contractor:

- (a) The Contractor shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
- (b) The Contractor shall comply with all the Terms of this Agreement.
- (c) The Contractor shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Contractor in this regard.
- (d) The Contractor shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at IIMB are its employees. The Contractor shall be solely responsible for payment and provision to those employees and personnel of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.
- (e) The Contractor shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

6.	Earnest Money Deposit (EMD): The EMD of	Rs			(Rupees
	Only)	submitted	by	the	Contractor
	through NEFT / RTGS bearing UTR number	dated	<u> </u>		will
	be returned along with the final bill after completion	on of all the	term	s and	conditions
	and obligations with respect to the Bid Document.				

- 7. Insurance: The Contractor shall provide for adequate insurance cover to his employees. The Contractor shall ensure that the said insurance includes all liabilities, which would cover material and building damage, workmen's compensation, third party liabilities etc., (CAR Policy for the Contract Value). The Contractor shall produce evidence of insurance coverage for all above before submitting invoices for payment. Such Insurance Policy shall be obtained from a reputed insurer and in the terms approved by IIMB; or if the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Contractor may assign such policy in favour of IIMB.
- 8. Indemnity: The Contractor shall be responsible for any accident and all compensation payable to anybody including contract labour employed by or out of the Agreement or arising out of and in the course of execution of this Agreement. IIMB shall not be responsible or liable for making any payment whatsoever, which is to be made by the Contractor. If for any reason IIMB is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Contractor shall indemnify IIMB to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said covenant's, terms, obligations and conditions on the part of the Contractor, the Contractor shall pay IIMB, all losses, damages, costs, charges and expenses, including legal expenses

as IIMB may be directly or indirectly put to in consequence of such non-fulfilment by the Contractor.

10. Termination:

- 10.1 IIMB shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice,
- 10.1.a) if the Contractor fails to perform the work set out in this Agreement within the stipulated period of time or carry out the work to the satisfaction of IIMB,
- 10.1.b) if the contractor fails to perform any other obligation(s) under the contract,
- 10.1.c) if the contractor, in either of the above circumstances, does not remedy his failure within a period of 24 hours (or such longer period as IIMB may authorize in writing) after receipt of the default notice from IIMB,
- 10.2 Any sum of money due and payable to the bidder under this contract may be appropriated by the IIMB or any other person(s) contracting through the IIMB and set off the same against any claim of IIMB or such other person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with IIMB. Or such other person(s) contracting through IIMB.
- **11. Consequence of Termination:** In the event of termination of this Agreement, the parties fully agree to promptly deliver all the deliverables applicable conceived, created or developed prior to the date of termination.

In case of termination due to the material breach of the terms of this Agreement by the Contractor, IIMB shall get the balance work executed through a third party and recover from the Contractor all the additional costs incurred by and damaged caused to IIMB in procuring such services from any other third party.

- **12. Arbitration:** In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to resolve the disputes amicably, failing which the disputes shall be referred to Arbitration. The Arbitrator shall be appointed by the Director of IIMB. The venue of Arbitration shall be at Bangalore.
- **13. Applicable Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore, India.

14. Miscellaneous:

a. **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.

- b. **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Contractor without the prior written consent of IIMB.
- c. **Publicity:** Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.
- d. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.
- e. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.
- f. **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- g. Force Majeure: No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

h. **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

In Witness Whereof the said parties hereto have hereunto set their hands.

For IIMB	For Contractor
Witnesses:	

1.

2.

PROFORMA - D

UNDERTAKING LETTER

(Please submit this undertaking letter in your company letterhead along with Tender Document)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalor,
Estate Section
Bannerghatta Road
Bangalore - 560 076

Sub: Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area

Dear Sir,

This has reference to your above Notice inviting the tender (NIT) published in your IIMB web site.

We hereby state that we M/s ______ have submitted the above tender documents duly filling at the appropriate places without making any alterations, corrections, omissions in the tender issued by the IIMB.

Signature & Name of the Bidder

PROFORMA - E

DETAILS REQUIRED FROM THE BIDDERS

(Please submit this in your company letterhead along with Tender Document)

- 1 Company Registration No.
- 2. GST No.

PROFORMA - F

VENDOR BANK DETAIL FORM

(Please submit this in your letter head with technical bid)

The Indian Institute of Management Bangalore Bannerghatta Road Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

SI.No.	Particulars	Particulars
1	Name of the Agency/Organization	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers E-mail id	
5	Savings /current account number	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:
Name:
Designation:

Date:

Signature attested by banker -

Signature Name:

Designation:

Date:

PROFORMA - G

DECLARATION LETTER

(Please submit this in your company letterhead along with Tender Document)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Estate Section
Bannerghatta Road
Bangalore - 560 076

Sub: Rerouting of Power and Telephone Cable at Proposed Hostel Construction Area

Dear Sir,

Please find herewith enclosed the Tender Document comprising of Terms & conditions, General & Special Conditions and Safety Code relating to the works specified in the Tender Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Tender Document, I / We hereby offer to execute the works specified in the said document with the labour/worker rates mentioned at Price Bid portion of Tender Document and in accordance in all respects with the conditions, specifications, & instructions in writing referred to in conditions of Tender Document Appendix to the form of Tender Document, articles of agreement, general conditions of contract, appendix to the Tender Document, annexures, safety condition, technical specifications, and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood all the contents of the Tender Document do hereby accept all the Terms and conditions laid down in the said Tender Document and will abide by the same on acceptance and award of work.

Yours Faithfully,	
FOR M/s	

PROFORMA - H

(Work experience shall be submitted in the following format) (for the previous five years)

SI. No.	Year	Name of the client with complete Postal Address, Contact Number and Email Id	Contract Value (Rs.)	Work Order issued (YES/NO) copy to be attached	Completion Certificate issued (YES/NO) copy to be attached
1					
2					
3					

PROFORMA - I

INDEMNITY BOND

(To be typed on non-judicial Stamp Paper of Rs. 100.00 and attested by Notary Public)

This Indemnity Bond is executed on this or Bangalore by M/s registered / corporate office at a Liaison / Branc	, a company / firm having its and ch Office at		
legally appointed Agent in India, namely Mr./Ms. his/her/its office at	(India) / or , having		
represented through Mr./Ms. Mr, its duly authorized represented through Mr./ms. the Licensee'), in favour of Indian Institute of Matheadquarters at Bannerghatta road, Bangalore – 56 (IIMB'):	, son/wife/daughter of sentative (hereinafter referred to as fanagement Bangalore, having its		
WHEREAS the licensee who is engaged in the (name the probase authorized	roduct for which license is obtained)		
has authorizedthe aforesaid product, as conforming to ISO	;		
AND WHEREAS as per the product certification under Licensee, the Licensing Authority on being satisfied th licensee conforms to the particular ISO, and licen ISO/Indian standard Mark on such product as confo Standard;	nat the product manufactured by the ensed to the licensee to use the		
AND WHEREAS the Licensee/dealer/agent/distributer has entered into an Agreement with IIMB in connection with the Supply of, wherein it is stipulated that the Licensee/dealer/agent/distributer shall execute the present Indemnity Bond to hold IIMB and its designated officers indemnified and harmless against any third party claims in respect of non-conformity of the product manufactured by the Licensee on which the ISO Mark is used by the Licensee;			
NOW THEREFORE this Deed witnesses and it is Licensee to safeguard the interests of IIMB and its de harmless against any claim or demand made or proce the Bureau in respect of nonconformity of the product which the ISO/Indian Standard Mark is used by the Lin that regard including damages, interest or cost there	esignated officers and to keep them eedings initiated by any one against of manufactured by the Licensee on Licensee, and indemnify the Bureau		

IN WITNESS WHEREOF this Deed has been executed at Bangalore by the aforesaid Licensee through its Authorized Representative, in the presence of witnesses.

LICENSEE:

Witnesses:

- 1.
- 2.

PROFORMA - J

NO NEAR RELATIVE DECLARATION CERTIFICATE

"I/We	S/o	R/o	
employ it is fo	red in IIMB as per the details given in the information given by) as defined in the Tender Document is / are in the Tender Document. In case, at any stage me/us is false/incorrect, IIMB shall have the d fit, without any prior intimation to me/us."	,
Name a	and Address of the Bidder:		
Signatı	ure with Company Seal:		

PROFORMA - K

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary / Executive Magistrate on Rs.100/-nonjudicial stamp paper by the Bidder)

The second secon
I / We
OR
I / We
I case the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Institute and the EMD submitted by the bidder will be forfeited.
In addition to the above, Institute will not be responsible to pay the bills for any completed / partially completed work.
DEPONENT
Attested: (Public Notary / Executive Magistrate)
Name: Address: