

**Terms and condition for Electrical Work- Sr. no. 3 to Sr. no. 6 of Engg./67-C&E)/2015-16**

1. **Cost of B.O.Q (nonrefundable) and Earnest Money Deposit (Refundable) is to be submitted (amount of which is indicated against respective Sr. no. and name of the work of NIT Engg./67-C&E)/2015-16 in the form of Demand Draft of any nationalized bank in favour of Director IGIMS Patna payable at Patna, along with the technical bid being submitted in the office of the Director IGIMS Patna-14.**
2. **Bidders has to submit sealed envelopes containing Technical bid and Price bid in two separate envelopes super scribed as "Technical Bid" and "Price Bid" containing in third envelope. This must reach to the office of the undersigned through Registered post/ Speed post/Courier Services only on or before the last submission day and time of tender. IGIMS takes no responsibility for the delay or loss in transit of any document related to this Tender Notice.**
3. **IGIMS reserves the right to reject the lowest or in part any bid or all bids without assigning any reason.**
4. **Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.**
5. **The work to be awarded by this tender shall be treated as indivisible works contract.**
6. **IGIMS reserves the right to inspect the works intimated to have been completed by the applicant and reject any prospective application without assigning any reason.**
7. **The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders.**
8. **Completion period**

**The completion period indicated in the Notice Inviting tender documents for the respective work is for the entire work of planning, designing, supplying, installation, testing, commission and handing over of the entire job to the satisfaction of the Engineer - in - charge.**

**9. Warranty**

**All the items covered in the tender shall carry minimum Twelve months warranty, commencing from the date of completion of entire job. The after – sales service support / warranty services has to be provided at IGIMS, Patna-14. The repairing / rectification, if any of the items under warranty must be done at site only within 24 hours.**

**9. Prompt and efficient after sales service must be free within the warranty period.**

**10. The bidders name, dated signature & seal should appear on each page of the Tender Document in the hard copy.**

**11. The bidder shall be responsible for the delivery of the material/ equipment to site and shall include in his bid all the necessary arrangements for transport, loading and off-loading (including cranes, lifting tackles, wire rope, winches, slings, etc.). All the necessary arrangement along with material for installation, testing and commissioning to complete the work will be contractor's responsibility. IGIMS will not accept any claims for additional costs in this regard.**

**12. If the contractor or his workmen or employees shall break, deface, injure, or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts, wires, etc. The contractor shall make the same good at his own expenses. IGIMS may cause the same to be made good by other workmen and deduct the expenses of which IGIMS decision is final.**

### **13. Safety**

*The successful bidder shall follow the Safety Code and Model Rules for the Protection of health and sanitary arrangement for Workers.*

*14. The quality of all the materials to be utilized by the successful bidder must be get approved by the Executive Engineer Electrical before utilizing it.*

*15. The successful bidder has to submit daily progress report and submit the measurement of the work to the Executive Engineer Electrical while execution of the work.*

### **16. Eligibility Criteria:**

*a) The bidder should have successfully carried out at least one of the following in the last three years. Details should be submitted as per Performa- II.*

*i) Either three similar completed works each costing not less than the amount equal to 40% of the estimated cost of the respective work of tender.*

**OR**

*(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost of the respective work of tender*

**OR**

*(iii) One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost of the respective work of tender.*

*b) Bidder Should be having all the necessary documents (as per Pre-Qualification details asked in enclosed Performa I ) like VAT, PAN etc. Enclose proof thereof.*

*17. This Notice Inviting Tender (NIT) shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, Sign the contract agreement.*

*18. Before start of the work, the contractor shall submit the program for execution of work, get it approved from the Engineer-In-Charge and strictly adhere the same for the timely completion of the project work.*

*19. The rate for all items, shall include the cost of all labour, materials and all other inputs involved in the execution of the complete work and nothing extra on any account will be paid to the agency other than his quoted rates.*

*20. While installing or commissioning the contractor or his authorized representative should always be available at the site of work to take instructions from department officers and ensure proper execution of work.*

*21. The contractor shall maintain in good condition all work executed till the completion of entire work allotted to the contractor. No payment will be made to the contractor for damages caused by rains, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract during the execution of the works.*

*22. The malba /garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer-In-Charge.*

*23. Material must be properly packed against any damage and insured up to the destination. The material should be directly dispatched to the installation site at IGIMS, Patna -14.*

**24. All the expenses involved in delivering, unloading etc. the equipment at our site, shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. IGIMS will have the right to reject the component/equipment supplied, if it does not comply with the specifications at any point of installation, inspection and testing, EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender.**

**25. If any equipment/material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the replacement of damaged equipment or part thereof, as the case may be, at no extra cost.**

**26. Rates should be quoted towards Supply at site, Unloading, Erection, Commissioning, Testing and Maintenance of Supplies / Materials given under BOQ, accordingly by giving the basic price, VAT, Service Tax, etc. wherever applicable.**

**27. Along with slandered deduction, 1% labour cess will be deducted from scheduled part of the completed work as per prevailing Bihar state government rules.**

**28. IGIMS shall have the sole right to assess the performance of the tendered equipment(s) /components, primary / intermediate and or final, and reject the same without assigning any reason / explanation to the bidder if the performance is found to be unsatisfactory. The decision of IGIMS will be final and binding on the contractor.**

**29. Price basis should be FOR IGIMS Patna only. The quoted price will be considered firm and no price escalation will be permitted.**

### **30. SECURITY DEPOSIT**

**The amount of Security Money shall be 10% (Ten Percent) of the work order Value- and deduction/deposit shall be made in following manner.**

**a- Initial Security Deposit of (Five Percent) of the accepted/agreed value, which has to be deposited by the contractor through D. D. payable to Director IGIMS Patna and remain with IGIMS till expiry of warranty period.**

**b- Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under this work order.**

**31. Security deposit shall be refunded after expiry of warranty period (12 months from the date of completion of work order) provided, there are no defects in work and removed all surplus material, rubbish from site. The Security deposit shall be totally non-interest bearing and the bank guarantee, if furnished, shall also not entail any liability towards bank interest, money or bank charges etc. on IGIMS.**

### **32. Payment**

**The payment will be released after satisfactory completion of complete works as per agreement through Measurement book. Security deposit will be released after two months beyond warranty period. All the payment shall be made on actual measurement basis.**

### **33. Penalty for Delayed Services**

**Penalty shall be charged @0.01% of the contract value per week subject to maximum of 10% of total order value, in case of delay beyond the stipulated period.**

**34. The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.**

**35. The quoted rate shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc. IGIMS shall not be supplying any material, labour, plant etc.**

**36. The contractor has to ensure co-ordination with Institute authorities to maintain the smooth functioning / operation of existing Institute timing without disruption during the execution of work. This may require working rescheduling the normal working hours, working in restricted period etc. Nothing extra shall be payable on this account.**

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

**38. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.**

**39. On account of security consideration, some restrictions may be imposed by the security staff on the working and movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.**

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

**41. Technical Bid shall contain:**

**a) Non-Refundable cost of B.O.Q. of the amount mentioned in the respective name of the work in the NIT No. Engg./67-C&E)/2015-16, in the form of crossed DD drawn on any Nationalized bank in favour of "Director IGIMS" payable at Patna.**

**b) Refundable Earnest Money Deposit (EMD) of the amount mentioned in the respective name of the work in the NIT No. Engg./67-C&E)/2015-16, in the form of crossed DD drawn on any Nationalized bank in favour of "Director IGIMS" payable at Patna.**

**Tenders without cost of BOQ & EMD shall be rejected without any notice.**

**c) Duly filled Prequalification Criteria as per enclosed Performa I, II, & III along with all the supporting documents all uploaded at website and hard copies submitted at The Director Office.**

**d) The Bidder should submit a self-attested certificate that it has not been blacklisted, debarred, declared non-performer or expelled by Union Govt./State Govt / PSU's during the last 5 years. In the absence of Certificate, the Bid is liable to be rejected.**

**e) Bidder has to submit complete details of the equipment, related drawing and plan for installation of duct able Air Handling/ a**

**42. Special terms and condition-**

**a) FRLS wiring shall be used everywhere inside/outside all panels/equipment/building.**

**b) Copper material (strip, plate, etc.) shall have conductivity greater than 95% in all applications.**

**c) Each Earth conductor (for earthing) shall not left bare it will be through ISI mark PVC pipes to avoid corrosion & mechanical injuries.**

**d) All meters of whatever type shall be of digital type unless & otherwise specified.**

- e) **440v LT panels shall be of 16 SWG CRCA sheet with 7 tank treatment process.**
- f) **Failure on the part of the client to inspect or to reject after inspection any work, which later proves to be defective, shall not relieve the Contractor from warranties, commitments and obligations, which he undertakes under this contract. The Contractor is solely responsible for the accuracy, quality and completeness of his work and supply.**  
**The client at his discretion shall order re-inspection of the whole / part of the material found faulty during inspection. The Contractor shall attend to all the comments noted by the client.**
- g) **The Contractor shall include and provide for securely protecting and packing the equipment in accordance with the best established practices so as to protect the contents from damage during transit, storage, exposure to heat, moisture or rain.**  
**Notwithstanding the above, the Contractor shall be entirely responsible for loss, damage or deterioration to the materials occasioned by faulty, defective or insecure packing.**
- h) **If required obtaining approvals from Electrical Inspector, Local Electricity Supply Authority and all other statutory authorities for the complete scope of work is contractor's responsibility. It is not the intent to specify completely here in all aspects of design and constructional features of equipment and details of the work to be carried out nevertheless, the equipment and work shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing and continuous commercial operation in a manner acceptable to the owner who are interpret the meaning of the specifications and drawing and shall have right to reject or accept any work or material which in his assessment is not complete to meetings requirement of these specifications and or applicable codes and standards mentioned elsewhere in these specifications.**
- i) **All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.**
- j) **Engineer-in-Charge and authorized representative shall have at all reasonable times access to the Contractor's premises or works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacturer or erection or if part of works is being manufactured or assembled at other premises or works.**
- k) **The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his works or at site. Notice for such inspection/presence for testing shall be given to the Engineer-in-Charge by the Contractor at least fifteen (15) days in advance.**
- l) **Notwithstanding approval of tests or equipment by the Engineer-in-Charge the contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment/machinery and materials supplied and installed by the contractor as per the contract specifications and conditions. Engineer-in-Charge shall reserve the right to reject any equipment/machinery/material should it, on tests after erection, be found not to comply with contract specifications. Engineer-in-Charge shall have full power to order the material or work to be tested by an independent agency at the electrical Contractor's expense in order to prove soundness & adequacy.**

- m) All quantities indicated in BOQ are tentative which may vary as per site conditions. Contractor has to verify quantities before procuring the material.*
- n) All materials and equipment shall be brand new. On arrival of the materials at site they shall be inspected and tested by the Engineer-in-Charge and his representative shall at all reasonable time have free access to the site of assembly. They shall have full powers to examine the materials and workmanship of the equipment at the contractor works or at any other place from where the material or equipment is obtained. The contractor shall give every facility to the engineer-in-charge and his representatives and necessary help for inspection, examination & testing of the materials. Original test certificates of the manufacturer's shall be submitted by the Contractor for all major equipment before they are accepted by the Engineer-in-Charge. Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.*
- o) Electrical work done under this contract shall be executed by licensed men under the supervision of licensed electrical supervisor as per the Indian Electricity act.*
- p) Contractor shall obtain the approval of all electrical installation done under this contract from the appropriate competent authority before the installation and commissioning if required as per rules.*
- q) All inspection fees or submission fees paid by the contractor shall be reimbursed by the owners on presentation of valid official receipts.*
- r) All tools and tackles required for handling of equipment and materials at site of works as well as for their assembly, erection, commissioning and also necessary test instruments shall be the responsibility of the contractor.*
- s) The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 12 months from the date of successful installation & commissioning of the equipment at Purchaser's site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.*
- t) Bidder will quote and upload their lowest for schedule items in percentage and lowest item rate for non-schedule items in the format of BOQ attached rate in the separate envelope of Price bid.*

**DIRECTOR**  
**IGIMS Patna-14**

## **PROFORMA-I**

### **PARTICULARS OF THE BIDDERS TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION**

<b>S.No.</b>	<b>Description</b>	<b>Details</b>		
1	Name of the Organization/firm/company/contractor			
2	Year of establishment			
3	Address & Telephone Numbers			
4	Whether registered with the registrar of companies /registrar of firms/registered with energy department/ CPWD/PWD/ any other Government department. If so mentioned number and date			
5	Name and mobile numbers of Directors/Partners/proprietor			
6	Whether registered for sale tax purpose. If so, Mentioned number and Date. Mention VAT/LST/CST .Enclose the relevant copies.			
7	Mention Permanent account no. issued by Income Tax Dept. Furnish copy of PAN.			
8	Whether bidder or its associate/employee posses Electrical Contractor License If so Electrical Contractor License no and date. Submit and upload a proof for the same.			
9	State annual turnover of the company for the last three financial years. Submit and upload the proof of same.	2012-13:	2013-14:	2014-15:
10	Status and details of disputes/litigation /arbitration, if any			

**Note: Self certified copies of all the documents are required to be submitted at the Director office IGIMS Patna-14**

Signature and seal of Contractor

## **PROFORMA-II**

**PARTICULARS OF SIMILAR WORK EXECUTED IN LAST THREE YEARS (as per terms and condition clause 19)**

<b>Sr. No.</b>	<b>Name of work</b>	<b>Short description</b>	<b>Name and address of owner</b>	<b>Total value of work ₹</b>	<b>Completed on</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					

**Note:** Self certified copies of all the documents are required to be uploaded at web site and hard copies are to be submitted at the Director office IGIMS Patna-14

Signature and seal of Contractor



**PERFORMA -III**

**CERTIFICATE FOR NO DEVIATION**

I, \_\_\_\_\_ Of

M/s \_\_\_\_\_

***hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and condition mentioned in the Tender Specification.***

***SIGNATURE and SEAL OF THE TENDERER***