# ESTATE & WORKS INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

# **E-TENDER DOCUMENT**

For

"SITC of LT Panels including ACBs for several substations at IIT Roorkee Campus."



Indian Institute of Technology Roorkee Roorkee-247667, Tel. No. 01332-28-5747/5386

# **TABLE OF CONTENTS**

Section	Subject	Page No.
1	Notice inviting tender (invitation for bids)	3-4
2	Instructions for online bid submission	5-6
3	Information and instructions for bidders	7-8
4	General instructions (A to G)	9-13
5	Qualifying Information	14-15
6	General conditions of contract (A to E)	16-27
7	Special conditions of contract	28-30
8	Undertaking	31
9	Performance guarantee bond	32
10	Earnest Money Deposit Declaration (Annexure - B)	33
11	General Technical Particulars	34-43
12	Approved Make List (Annexure-C)	44
13	Schedule of Quantities	45-47

# ESTATE & WORKS INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

#### No. EW/DI/etender/LT Panel/90

#### Dated: 13.01.2021

#### **NOTICE INVITING TENDER**

On behalf of BOG, I.I.T. Roorkee, online Tenders (Percentage Rate) are invited in two Bid systems (Technical and Financial) from competent, experienced and resourceful contractors having experience of working in Central / State Government, Public Sector Undertaking / Autonomous Organization of Central / State Government, Institutions of National and International repute, for the work detailed below:

Name of the Work	Estimated Cost Excluding CAMC	Completion Period (Months)
substations at UT Desulves Commune ??	Rs. 127.69 Lac (including GST)	05 Months

- 1. Interested eligible Bidders may obtain further information from IIT Roorkee website: <u>www.iitr.ac.in</u> (<u>https://www.iitr.ac.in/administration/pages/Tenders\_EOI.html</u>) or from Central Public Procurement Portal (CPPP) <u>http://eprocure.gov.in/app</u>.
- Intending bidders are advised to visit IIT Roorkee website <u>www.iitr.ac.in</u> (<u>https://www.iitr.ac.in/administration/pages/Tenders EOI.html</u>) and Central Public Procurement Portal (CPPP) <u>http://eprocure.gov.in/app</u> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.

# **Critical Data Sheet**

Sr.	Name of Organization	Indian Institute of Technology Roorkee
No.		
1	Tender Type	Open
	(Open/Limited/EOI/Auction/Single)	
2	Tender Category (Services/Goods/Works)	Works
3	Type/Form of Contract (Work/Supply/ Auction/	Work Contract
	Service/ Buy/ Empanelment/ Sell)	
4	Product Category (Civil Works/Electrical	Electrical Works
	Works / Fleet Management / Computer	
	Systems)	
5	Date of Issue/Publishing Original Tender	20/01/2021 (17:30 Hrs.)
6	Document Download / Sale Start Date	20/01/2021 (17:30 Hrs.)
7	Pre-bid Meeting	NA
8	Seek Clarification Start Date	20/01/2021 (17:30 Hrs.)
9	Seek Clarification End Date	27/01/2021 (12:30 Hrs.)
10	Bid Submission Start Date	03/02/2021 (12:30 Hrs.)
11	Bid Submission Closing Date	10/02/2021 (12:30 Hrs.)
12	Bid Opening Date	11/02/2021 (12:30 Hrs.)
13	Tender Fee	Tender fee of <b>Rs.1000.00</b> (non-refundable) in the form
		of RTGS/NEFT transfer to IIT Roorkee Account No:
		00000032685865515, State Bank of India, Branch - IIT
		Roorkee, IFSC Code: SBIN0001069, MICR Code:
		<b>247002094</b> and copy of the deposit receipt shall be uploaded on e-tender.
14	EMD	Bidder shall upload a Bid Security Declaration as in
17		Annexure - B.

15	Performance Guarantee (3%)	3% of awarded value shall be submitted in the form of		
10		Bankers Cheque / DD / FDR / Bank Guarantee in the		
		name of Institute Engineer, IIT Roorkee after issue of		
		Letter of Intent (LOI).		
16	Security Deposit (5%)	5% of awarded value shall be submitted in the form of		
		Banker's Cheque / DD / FDR / Bank Guarantee in the		
		name of Institute Engineer, IIT Roorkee after issue of		
		Letter of Intent (LOI).		
17	No. of Covers (1/2/3/4)	02 (Cover-1 for Technical+ Cover-2 for Financial)		
18	Bid Validity Days (180/120/90/60/30)	90 days (from last date of opening of tender)		
19	Documents to be uploaded on CPP Portal	1) Affidavit (on Rs.10 non judicial stamp with		
	(http://eprocure.gov.in/eprocure/app)(related	notarized) regarding establishment of		
	to eligibility criteria) on or before due date of	proprietorship firm / partnership deed / letter of		
	submission of tender.	incorporation for private ltd / ltd firm with written power of attorney (in case of bidder is owner, not		
		required) of the authorized signatory.		
		2) Self-certified copy of work orders along with work		
		completion certificate as per eligibility criteria.		
		3) Proof of online deposit of tender fee, Bid Security		
		Declaration as in Annexure - B. For tender fee		
		exemption, NSIC/MSME certificate comprising		
		relevant category of work should be uploaded.		
		4) Solvency certificate as per the tender document,		
		Turnover certificate from CA, GST, PAN,		
		Qualifying Information (Annexure-A), ESI (if applicable), EPF (if applicable).		
		5) Notarized undertaking on Rs. 100 non judicial		
		stamp paper as per the NIT.		
		6) Valid Electrical Safety License Class-A issued by		
		Uttarakhand State.		
		7) Letter of authorization from approved manufacturer		
		of ACB. Bids without proper authorization letter		
		shall be rejected. Bidders should submit make,		
		model and technical specification of the offered		
		ACB, MCCB, DMFM & APFC Panel.		
20	Price Bid	To be uploaded only on CPP Portal		
		(http://eprocure.gov.in/eprocure/app) in excel sheet.		
21	Address for communication.	Executive Engineer (E/M), Estate & Work		
		Department, James Thomson Building, IIT		
		Roorkee, Roorkee-247667 (India), Tel. No. 01332- 285747 / 5386		
22	Email Address	ee-electrical@iitr.ac.in /neeraj.aee2018@iitr.ac.in		
L				

Institute Engineer, E&W, IIT Roorkee

#### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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 DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

#### SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 1.1 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

#### **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Estate & Works (E&W), IIT Roorkee invites the online Tender (Percentage Rate) from competent, experienced and resourceful contractors having experience of working in Central / State Government, Public Sector Undertaking / Autonomous Organization of Central / State Government, Institutions of National and International repute for the work of "SITC of LT Panels including ACBs for several substations at IIT Roorkee Campus."

- 1.1 The work is estimated to cost as mentioned in the NIT. The estimate however, is given merely as a rough guide.
- 1.2 Intending bidder is eligible to submit the bid provided, if he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

#### 1.2.1 Criteria of eligibility for submission of bid documents :

- (a) Intending bidder should not be a joint venture (Self Certified copy of relevant documents clearly establishing the status of bidder to be uploaded in Cover-1).
- (b) Should have successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered.

Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender,

or

Two similar completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost. (Self-Certified photocopy of work order along with work completion certificate to be uploaded as proof of eligibility criteria in Cover-1)

Work completion certificate should have been issued by an officer not less than the rank of Executive Engineer / equivalent and must contain name of the work, date of start, date of actual completion and amount of work executed.

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

Similar work means "SITC / Retrofitting of HT/LT panels including ACBs/VCBs".

- (c) Average annual financial turn over on should be at least 50% of the estimated cost during last three consecutive financial years duly audited by a Chartered Accountant (Self Certified copy of certificate from CA to be uploaded in Cover-1). The year in which no turnover is shown would also be considered for working out the average.
- (d) Should have a solvency certificate of the amount equal to 40% of the estimated cost of the work issued by a scheduled bank during last one year. (Self certified copy of original solvency certificate to be uploaded in Cover-1).
- (e) Electrical Safety License Class-A issued by Uttarakhand State which is valid to work in Uttarakhand (for electrical works) (Certified copy of Electrical Safety License to be uploaded in Cover-1).
- 2. Agreement shall be drawn with the successful bidder on prescribed format.
- 3. The time allowed for carrying out the work will be as per the NIT from the date of start as defined in Award of Work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in tender documents.
- 4. The site for the work is available / shall be made available for start of the work.
- 5. The Tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen / downloaded from IIT Roorkee website :

<u>www.iitr.ac.in(https://www.iitr.ac.in/administration/pages/Tenders\_EOI.html</u>) or from Central Public Procurement Portal (CPPP) <u>http://eprocure.gov.in/app</u>.

- 6. While submitting the bids, bidder can revise the rate, but before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.
- 7. The scanned copies of documents as per critical data sheet shall be uploaded under Cover-1 on the e-tendering website.
- 8. Online Financial Bids submitted by intending bidders shall be opened only of those bidders, whose bid found technically qualified.
- 9. The bid submitted shall become invalid and cost of bid & tender processing fee shall not be refunded if: (i) the bidder is found ineligible. (ii) The bidder does not provide all the documents (including PAN No., GST registration etc.) as stipulated in the bid document.
- 10. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.
- 11. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- 13. The bidder shall not be permitted to tender for works in the E&W, IIT Roorkee, if his near relative is posted as an officer in any capacity between the grades of Dean Infrastructure and Junior Engineer (both inclusive). Any breach of this condition by the bidder would render him liable to be removed from the Tendering process.
- 14. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to act as a bidder within a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the bidder's service.
- 15. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Indian Institute of Technology Roorkee, then Indian Institute of Technology Roorkee, without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- 16. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto within 15 days from the stipulated date of start of the work.

#### **<u>A: GENERAL INSTRUCTIONS</u>**

#### 1. Scope of Tender.

- 1.1 Indian Institute of Technology Roorkee (referred to as Owner in these documents) invites Tender as defined in these documents and referred to as "the works" detailed in the table given in the Notice Inviting Tenders (NIT).
- 1.2 The successful Bidder shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

#### 2. Non Association / Relation

2.1 All bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Indian Institute of Technology Roorkee or any other entity that has prepared the design, specifications, and other documents for the Project.

#### **3.** Qualification of the Bidder

- 3.1 All Bidders shall provide tender qualification information.
- 3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders: The Bidder must be registered with the GST Department and should submit the registration certificate (if applicable) of GST, ESI, EPF etc.

#### 4. Cost of tendering

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of his tender, and the Owner will in no case be responsible and liable for those costs.
- 4.2 The Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender. The costs of visiting the Site shall be at the Bidder's own expense.

#### **<u>B: DOCUMENTS INVITING TENDERS</u>**

5. Invitation: Tenders are hereby invited on behalf of Indian Institute of Technology Roorkee.

#### 6. Contents of documents as mentioned in the relevant clauses mentioned:

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

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

In case of any discrepancy between the Schedule of Quantities, the specifications and/ or the drawings, given in the tender document the following order of preference shall be observed:

- 1. Description of Schedule of Quantities.
- 2. Particular Specification and Special condition, if any.

3. Drawings.

- 4. C. P. W. D. specifications/ E&W, IIT ROORKEE specification.
- 5. Latest edition Indian Standard Specifications of B. I. S.

#### 7. Amendment of Tendering Documents

- 7.1 Before the deadline for submission of bids, the Indian Institute of Technology Roorkee may modify the Tender documents by issuing addenda/corrigendum.
- 7.2 Any addendum thus issued shall be part of the Tendering documents and shall be uploaded on e-Tendering website www.eprocure.gov.in and Institute website www.iitr.ac.in.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum / corrigendum into account in preparing their bid, the IIT Roorkee may extend if necessary the deadline for submission of tenders.

#### C: PREPARATION OF DOCUMENT

- 8. Earnest Money Deposit (EMD): Bidder shall upload a Bid Security Declaration as in Annexure B.
- **9. Period of validity of bid:** The bids shall remain valid for a period of 90 days after the date of opening of bid. A bid valid for a shorter period shall be rejected by the Indian Institute of Technology Roorkee as non-responsive.

- **10.** Language of Bid: The document shall be written in English/Hindi language. The total amount should be written in the same language.
- **11. Document comprising the E-Tender:** No page of this tenders document shall be removed and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/Firm.

#### The tender submitted by the Bidder shall comprise as mentioned above in relevant sections.

#### 12. Tender Prices

- 12.1 The contract shall be for the whole works as described in priced Schedule of Quantities submitted by the Bidder.
- 12.2 The tender submitted on behalf of firm shall be signed by a person who has the proper legal authority on behalf of the firm to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, drawings, specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.
- 12.3 The notation R.O. written against items of BOQ means 'rate only" and the bidder is to quote only unit rate in such cases.
- 12.4 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected. Failure to comply with either of these conditions will make the bid liable for rejection.
- 12.5 The work shall be carried out by the Bidder in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. The completion/ occupancy certificates including clearance from fire committee or any other statutory obligation shall be arranged by the bidder. Any official fees shall be paid by the Owner. All other cost of liasoning shall be borne by the bidder.
- 12.6 **Taxes:** GST will be paid extras as notified by govt. from time to time. Bidders must include in their rates the cost of transportation / handling of materials to site. No tax exemption forms will be issued by the Owner.
- 12.7 Bidder should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. Indian Institute of Technology Roorkee shall not be responsible for any accident or happening of any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Bidder must be comprehensive and shall cover all associated risks (known and unknown).
- 12.8 The rates quoted in the tender shall include cost of electrical power supply, water supply, cost of all materials, labour, telephone, rent and call charges, water and meter rent charges, temporary electric wiring / lighting for execution of work at site, hire for any tools and plants, shed for materials, marking out and clearing of site, transportation complete in all respects. The rates quoted in the tender shall be treated as rate for finally completing the item of work.
- 12.9 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Indian Institute of Technology Roorkee. Payments will be regulated on the actual quantities of work done at accepted rates.
- 12.10 Errors in the Schedule of Quantities shall be dealt with in the following manner:
  - i. In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.
  - ii. In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.
  - iii. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended. If the bidder doesn't accept the corrected amount the tender will be rejected.
- 12.11 The calculations made by the bidder should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a

lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted bidding etender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.

12.12 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.

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

- 13.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.
- 13.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.

# D: MODE OF SUBMISSION OF BID DOCUMENT

# 14. Sealing and marking of bids.

- 14.1 The entire document to be put in cover-1 should be scanned and uploaded under cover-1 on the e-tendering website.
- 14.2 All the envelopes/covers needed to be properly sealed by the bidder and shall indicate the name and address of the bidder.
- 14.3 If the envelopes/covers is not sealed and marked as above, the Owner will assume no responsibility for the misplacement of the bid document.
- 14.4 Financial/price bid is to be uploaded online only & no hard copy to be submitted.
- **15. Deadline for submission of bid:** Any bid will not be received by the Indian Institute of Technology Roorkee after the deadline of submission of bids.

# **E: TENDER OPENING AND EVALUATION**

- **16. Tender opening:** The tender will be opened on the date and the place specified in the critical data sheet. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.
- **17. Clarification of Tenders:** To assist in the examination, evaluation and comparison of bids, the Owner may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the tendering shall be sought, offered or permitted.

# 18. Examination of Bids and Determination of Responsiveness:

- 18.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid
  - a) Meets the eligibility criteria defined
  - b) Has been properly signed and meets the requirements mentioned
  - c) is accompanied by the required securities and;
  - d) is responsive to the requirements of the tendering documents.
- 18.2 A responsive bid is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one
  - a) Which affects in any substantial way the scope, quality, or performance of the works;
  - b) which limits in any substantial way, inconsistent with the tender documents, the Indian Institute of Technology Roorkee rights or the Bidders' obligations under the contract; or
  - c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.

18.3 If a bid is not responsive, it will be rejected by the Indian Institute of Technology Roorkee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **19. Evaluation and Comparison of Bids:**

- 19.1 The Owner along will evaluate and compare only the bids determined to be substantially responsive.
- 19.2 In evaluating the bids, the Owner will determine for each bid the evaluated bids Price by adjusting the bid. Price as follows:
  - a) Making any correction for errors; or
  - b) Making an appropriate adjustments for any other acceptable variations, deviations; and
  - c) Making appropriate adjustments to reflect discounts offered.
- 20. The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.

#### F: AWARD OF TENDER

#### 21. Award criteria :

- 21.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserves to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.
- 21.2 The owner reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.
- 21.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and awards the same to another agency / bidder.
- **22.** Notification of award: The successful Bidder will be issued a Letter of Intent (LOI) by the Owner. The issuance of LOI shall not constitute an award of work.
- **23. Performance Guarantee:** Within ten (10) days of LOI the successful Bidder shall furnish the performance guarantee @ 3% of value of work in the form of DD/FDR/ Performance Bank Guarantee from Scheduled bank provided in the tender document. The PG must be valid two months beyond the work completion period. It may be further extended. The Performance guarantee shall be returned / refunded to the bidder on completion of the work and recording of the completion certificate. In case the bidder fails to deposit the said performance guarantee within the period as indicated, he shall be suspended for one year and shall not be eligible to bid for IIT Roorkee tenders from date of issue of suspension order.
- 24. Signing of contract form: On the acceptance of LOI and Performance Bank Guarantee of the successful Bidder whose tender has been accepted in writing, the Indian Institute of Technology Roorkee will sign an agreement. Article of agreement shall be as per IIT Roorkee.

#### **G: DURING EXECUTION**

**25. During Execution: The** Bidder shall carry out all the works strictly in accordance with the drawing, details and instructions of the Owner. If in the opinion of the Owner, changes have to be made in the design, and they desire the bidder to carry out the same, the Bidder shall be bound to comply. The Owner decisions in such cases shall be final.

The Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities with the prior consent from the Owner. Rates for such items of work will be approved by the Owner on the basis of Analysis of Rates which will be derived from actual prevailing market rates of similar item along with 15% as bidder's profit & overhead (or service charge as quoted by the bidder). The rates approved by the Owner in such cases will be final.

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

The Owner may instruct at any stage of execution for testing of samples of any material taken at random. The Owner will decide the testing laboratory / agency and the cost of testing including the expenses for

sending the samples to the laboratory / agency and receipt of test reports shall be borne by the Bidder. The material shall be rejected in case the test reports are not within the permissible limits.

The Bidder shall have to present the invoice for purchased material from the manufacturer or from the dealer along with the certificate from the manufacturer. In case material is found to be of substandard quality, the same shall be rejected by the Owner. The decision of the Owner in such cases shall be final. The Bidder shall not be entitled to any compensation for the Loss suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The Owner shall not be liable for any sum besides the e-tender amount, subject to such variations as are provided for herein and as instructed by Owner. However, necessary time extension will be given if the delays are not attributed to the Bidder.

# **QUALIFYING INFORMATION (Annexure-A)**

Please furnish the following information along with documentary evidence only in this format (as eligibility criteria)

1.	Name of the bidder	
2.	Legal Status of the bidder	
3.	Place of registration and registration of the	
	bidder	
4.	Year of establishment of the firm.	
5.	Permanent Address	
6.	Email id	
7.	Contact Numbers	
8.	Principal place of the registration	
9.	PAN No.	
10.	GST No.	
11.	EPF (if applicable)	
12.	ESI (if applicable)	
13.	EMD Declaration as per Annexure –B	
14.	Tender fee details	
15.	Solvency certificate details	

16. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of previous financial year, should not be less than 50% of the estimated cost. CA certificate be enclosed as documentary proof. Copies of balance sheets duly certified by CA to be submitted.

Sl. No.	Financial Year	Amount (in Lakhs)
1	2019-2020	
2	2018-2019	
3	2017-2018	

# 17. PROFORMA FOR LIST OF WORKS EXECUTED BY THE BIDDER DURING THE LAST 5 YEARS AND ABOVE

Sl. No	Name of work/ project with address	Name & postal address of the owner & contact person	Contract Value	Date of Start	Date of Completion	Actual Date of Completion

Note: Bidder may furnish the above information in separate sheet if the space is not sufficient.

Sl. No	Name of work/ project with address	Name & postal address of the owner & contact person	Published Value	Date of Start	Stipulated date of completion	Present Progress

Note: Bidder may furnish the above information in separate sheet if the space is not sufficient

# 19. DETAILS OF KEY PERSONNEL

Sl. No	Name & Designation	Qualification	Experience	Nature of Works Handled	Date from which employed in your organization

Note: Bidder may furnish the above information in separate sheet if the space is not sufficient.

20. List of equipments, tools and tackles (in applicable)

# A: GENERAL

# 1.0 Definitions :

- 1.1 In this contract, the following terms shall be interpreted as indicated:
  - a. "The Contract" means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
  - b. "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
  - c. "Contract Data" means any information provided in the tender document and agreed to by the Bidder.
  - d. "The Work" means all labour, materials, tools and plant, equipment including government taxes and transport that may be required in preparation of and for and in the full and entire execution and completion of "the Work".
  - e. "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.
  - f. "GCC" mean the General Conditions of Contract contained in this section.
  - g. "SCC" means the Special Conditions of Contract.
  - h. "The Owner" means the Indian Institute of Technology Roorkee or its representative.
  - i. "The Owner" means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder's bill. The Bidder shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.
  - j. "The Bidder" means the individual or the firm executing the work.
  - k. "The Project Site" where applicable, means the place or places named in SCC.
  - l. "Day" means calendar day.
  - m. "Engineer-in-charge (EIC)" means Executive Engineer (E/M).

#### 2.0 Interpretation and Application

- 2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 2.2 In interpreting these 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 unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.
- 2.3 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 are for the whole of the Works.

# 3.0 Standards

3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is

mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and/or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials, workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.

- 3.2 The Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -
- a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.
- b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.
- c. The removal and / or re-execution of any works executed by the Bidder.
- d. The removal from the site of any materials brought thereon by the Bidder and the substitution of any other materials therefore / or rejection of the material brought on site.

#### 4.0 Use of Contract Documents and Information

- 4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information enumerated in Para 4.1 except for the purposes of performing the contract.
- 4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so required by the Owner.
- **5.0 Owner's Decisions:** Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.
- **6.0 Performance Guarantee:** The proceeds of the performance guarantee shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.

#### 7.0 Program and Reporting

- 7.1 The bidder shall furnish to the Indian Institute of Technology Roorkee a bar chart laying down weekly financial and physical targets to complete the project within stipulated time for approval within fifteen days from the date of receipt of notification of award. Weekly progress report shall be furnished to the owner showing the progress.
- 7.2 The bidder must submit every week the following information to the Owner in writing:
- i. Number of men employed, trade wise;
- ii. Progress achieved;
- iii. Expected dates for completion of work;
- iv. Any actual or potential delay in completion schedule.

#### 8.0 Assignment and Sub-contracting

- 8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.
- 8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

#### 9.0 Bidder to provide everything necessary for proper execution of work

- 9.1 The Bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Bidder finds any discrepancy therein he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the construction work, has/have been called for from the bidder, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the bidder on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in "the works".
- 9.2 IIT Roorkee will provide water and power supply at site free of cost for the entire work.
- 9.3 The Bidder shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, centering, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things. The Bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections matters or things. The bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, stake down and remove any or all such centering, scaffolding, staging, planking, timbering, shoring etc. as occasion shall require or when ordered so to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Owner.
- 9.4 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Engineer/Owner.
- 9.5 The bidder has to provide at his cost leveling pipe, steel/ metallic tapes etc. required by the supervising staff of the Owner's/Owner' representative during execution of the work.
- 9.6 Whenever required by the Owner, the Bidder shall provide electrical drawings / details before execution of work and get them approved by the Owner.
- 9.7 Wherever the specification of any item indicates the usage of approved equivalent of any material, the Bidder shall get the sample of the equivalent material approved from the Owner before execution. The approval of the equivalent material is entirely at the discretion of the Owner.
- **10.0 Infrastructure:** For storage of materials, bidder has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement. For arranging meetings suitable sized table and chairs shall be provided by Bidder. Temporary space shall be provided to the Bidder for construction of stores for storage of materials /site office/ labour hutments for the project period.
- **11.0 Site Establishment**: The bidder shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover. The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials. The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advice the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner. The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to

workmen and easy movement of men, vehicles, cranes and materials. The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects. The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner. The bidder shall submit a list of plants, equipments, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Indian Institute of Technology Roorkee, chief proctor office, in order to remove from site any plant equipment, tools and materials. All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner. For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce; failure of this will be sufficient cause for removal of such person from the site.

**12.0 Messing & Accommodation:** The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

#### 13.0 Procurement, Consumption and Storage of Materials

- 13.1 The bidder shall at his own expenses, provide all materials including cement & steel required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.
- 13.2 All materials to be provided by the bidder shall be in conformity with the detailed specifications laid down in the contract and the bidder have to prove that the materials conform to the laid down specifications, if requested by the Indian Institute of Technology Roorkee.
- 13.3 All materials required for execution of work must be got approved by the site representative of the Owner before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site Engineer must be made available.
- 13.4 The bidder shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the bidder in writing, whether samples are approved by Owner, or not. If samples are not approved, the bidder shall forthwith arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.
- 13.5 The Owner shall have full powers to require removal of any or all the materials brought to site by the bidder which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the bidder in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the bidder refusing to comply. Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the bidder.
- 13.6 Bidder shall be responsible for procurement of all materials/equipments etc. No delay due to non availability of any material equipment will be entertained by Owner.

#### **14.0 Method of storing the materials**

- 14.1 The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cement and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected form damage by weather or any other cause.
- 14.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder. All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

- **15.0** Shuttering and Scaffolding Materials: It shall be desirable to have adequate amount of shuttering and scaffolding materials to complete the work speedily and Owner decision so as to the quantum of these desirable/ resources of the site shall be final and binding.
- **16.0** Completion of Work: Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.
- **17.0 Water and Electricity for Construction** work : Water & Electricity as per relevant section's mentioned above

#### 18.0 Employment of Labour

- 18.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (R&A) Act, Inter State MigrantWorkmen (Registration of Employment and condition of Service Act, Payment of Wages Act., Minimum Wages Act, Workmen's Compensation Act, Factories Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non fulfillment of statutory provisions under any industrial/labour laws by the bidder, the same shall be made good by the bidder and Owner shall have full right to recover and claim the same against the bidder from his outstanding bills or otherwise. No Labour to stay at site.
- 18.2 The bidder will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesman are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The bidder shall pay, to each person, the wages as per minimum Wages Act of the State Government.
- 18.3 All traveling expenses including provision of all necessary transport to and from site, lodging allowances and other payments to the bidder's employees are his own responsibility. The hours of work on the site shall be decided by the Owner and bidder shall adhere to the same. All bidders employees shall wear safety helmet and such identifications marks as may be provided by bidder on work site and duly approved by Owner. All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Bidder's and/or his sub-bidders employees. The bidder shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948 Group Insurance and other Acts for the workmen working at site.
- 18.4 The bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Dean Infrastructure/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- **19.0 Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.
- **20.0** Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the bidder. The Owner shall not refund any insurance claims. Bidder shall fence his plant, platforms, excavations etc. Compliance with all electricity regulations. Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear. Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid

down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.

The bidder shall have his own Fire Fighting Extinguishers and Equipment. The bidder shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts and safety helmets shall necessarily be used.

- **21.0** Owner's and Bidder's Risks: The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.
  - 21.1 Owner's Risks: The Owner is responsible for the accepted risks which are :
    - a. In so far as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
    - b. A cause due solely to the design of the Works, other than the Bidder's design.
  - 21.2 Bidder's Risks: All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the accepted risks of the owner.
  - 21.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include interalia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim. The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

#### 22.0 Insurance

- 22.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contracted Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under :
  - a. Workmen Compensation Policy;
  - b. Bidder's All Risk Policy;
  - c. Third Party Insurance.
- 22.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the approval before the Date of Start of work i.e. dates of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 22.3 If the Bidder does not provide any of the policies and certificates required, the Owner may affect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.

- 22.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner.
- 22.5 Both parties shall comply with the conditions in the insurance policy.
- **23.0 Setting out Works:** The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.
- **24.0** Bidder to remove all offensive matter, non-suitable material etc immediately.
  - 24.1 All debris, excavated soil, filth or other matter or an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the bidder out of the premises/ site under intimation to concerned authorities.
  - 24.2 Any material brought on site if found unsuitable shall be removed from site at once by the Bidder under intimation to the concerned authorities.

#### 25.0 Inspections by Owner

- 25.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other then the site of the works, the Bidder shall obtain written permission of the Owner for doing so.
- 25.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
- 25.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- 25.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.
- 25.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.
- 25.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.

#### 26.0 Covering Up/Uncovering of Works

- 26.1 No part of the works shall be covered up without the approval of Owner and the Bidder shall afford full opportunity for examination and inspection by the Owner. The bidder shall give due notice to the EIC about the work to be covered up for its measurements and examination. The EIC shall within a reasonable time attend for the purpose of examining such work, unless the EIC specifically advises the Bidder in writing of his unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work.
- 26.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at anytime during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the Bidder shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.

- 26.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its bid, with the exception of any price adjustments authorized in SCC or in the Owner's request for bid validity extension, as the case may be.
- 26.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.
- 26.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other Publish / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

#### 27.0 Change in the order/ Extra items of work

- 27.1 The Owner may at any time, by written order given to the Bidder, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work
- 27.2 Owner reserves to itself the right of omission of any item of work from the awarded Publish at any time / stage during the execution of work and award the same to another agency / bidder.
- 27.3 The Owner may at any time (during execution of work), by written order given to the Bidder, increase the scope of work or include any new item of work. The Bidder shall be bound to carry out such works, the rates for which shall be arrived at on the basis of the CPWD Schedule of Rates or if the Schedule is silent by standard methods of rate analysis as derived by the Owner/Architect.

#### 28.0 Payment

- 28.1 The method and conditions of payment to be made to the Bidder under the contract shall be specified in SCC.
- 28.2 Payment shall be made promptly by the Owner within thirty (30) days of certification of the bill by the Owner.
- 28.3 All intermediate running payments to the bidder shall be regarded as payments by way of advance against the final payment and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed, taken away and reconstructed or re-erected.

#### 29.0 Variations and Provisional Cost(If applicable):

- 29.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract): a. At the rates if any inserted by the Bidder in the priced Schedule of Quantities or b. If no such rates have been inserted then at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- 29.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, or his authorised representative not later than the end of the week following that in which the work has been executed. Effect shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

#### **30.0** Claims for Extra or for Deductions

- 30.1 The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Bidder shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
- 30.2 The Bidder has to submit a monthly return by 10th of the ensuing month for any extra work which in his opinion is not covered by the contract agreement through the Owner's/ Owner's representatives and obtain a receipt from the authorized signatory of the Owner. Failing this, he shall have no right to any such claim, whatsoever may be the circumstances, later on.
- 30.3 In the event of any dispute arising either as to validity of the claim or as to the account to be paid or allowed in respect thereof, the decision of the Owner shall be final and binding on the bidder. In the meantime, the Bidder may either proceed with the work in question or suspend the same as may be determined by the Owner.
- 30.4 All extra works (those permitted by Owner) of every description shall be executed by bidder on site of work in pursuance of any of the provision of the contract, shall be measured up, and shall be paid

according to actual quantities ascertained by such measurements and the prices as finalized by the Owner based on the priced schedule of quantities so that such priced schedule of quantities shall include all such operations and accessories as appear in the said schedule of prices or specification to be or shall in the opinion of the Owner the contingencies upon the works mentioned in such schedule of prices or required to make such works perfect and fit for use.

- 30.5 Provided also that if any work shall be ordered by the Owner and executed by the Bidder for the payment of which no provision in the opinion of the Owner have been made in the priced schedule of quantities or the specifications, the Owner shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the Owner sufficient for any difference in the character of conditions of the work. However rates for extra items shall be fixed on the basis of actual rate analysis.
- 30.6 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, wither in the whole or in part, as may be directed by the EIC, whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.
- 30.7 The Bidder shall remove all malba etc., wash and clean the floors and hand over the site quite clean on the completion of the work.

#### **31.0** Delay in the Bidder's performance

- 31.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice inviting tender.
- 31.2 If, at any time during performance of the contract, the Bidder should encounter conditions impending timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages
- **32.0 Liquidated Damages**: If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract.

#### **33.0 Termination by Default**

- 33.1 The Owner may without prejudice to any other right or remedy, by written notice (of fifteen days) of default sent to the Bidder, terminate the contract in whole or part: a) if the Bidder fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner, or b) if the Bidder fails to perform any other obligation(s) under the contract,
- 33.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those unexecuted and the Bidder shall be liable to the Owner for any excess costs for such similar work or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

#### 34.0 Force Majeure

- 34.1 The Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 34.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder's fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.
- 34.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- **35.0 Termination for Insolvency:** The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
- **36.0 Termination for Convenience:** The Owner, by written 30 days prior notice sent to the Bidder may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective. The items of work that are complete and ready within (1) month after the Bidder's receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;
  - a) to have any portion completed at the contract terms and value and/or
  - b) to cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

#### **37.0 Resolution of Disputes**

- 37.1 The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties.
- 37.2 All disputes should be under the Jurisdiction of civil court Roorkee.
- **38.0** Governing language: The contract shall be written in Hindi or English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.
- **39.0 Governing law:** The contract shall be governed by the laws of The Union of India for the time being in force. All disputes are subject to jurisdiction of courts at Roorkee or Honorable High Court Uttrakhand at Nainital.
- **40.0** Notices: Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing by e-mail or letter and confirmed in writing to the other party's address specified in SCC. A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.
- **41.0 Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner' instructions for dealing with them.
- **42.0 Dismissals of workmen:** The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.
- **43.0 Working Hours:** Normal working hours shall be from 08:45 a.m. to 05:30 p.m. No construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. However working hours can be extended in case of urgency with prior approval of IIT Roorkee.

# **B. TIME CONTROL**

#### 44.0 Program

44.1 Within the time stated in the Contract Data the Bidder shall submit to the Owner for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works, along with weekly cash flow forecast.

An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- 44.2 The Bidder shall submit to the Owner, for approval, an updated Program at intervals no longer than the period as stated in the clause no. 7.1. If the Bidder does not submit an updated Program within this period, the Owner may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 44.3 The Owner's/Owner's approval of the Program shall not alter the Bidder's obligations. The Bidder may revise the Program and submit it to the Owner again at any time. A revised Program is to show the effect of Variations at any stage of work, Owner award any item/part of item of work to bidder's workman/ external agency, if in their opinion, the progress of work is suffering because of that. The work done will be added to the Bidder's bill and the amount paid for the job will be deducted from the Bidder's account.

# 45.0 Delay and Extension of time

If in the opinion of the Owner the work be delayed

- a) by force majeure or
- b) by reason of any exceptionally inclement weather or
- c) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring owners or public authorities or
- d) by delays of other bidder or Tradesmen engaged by the Owner or the Owner and the works not referred to in the Schedule of Quantities and/or specification or
- e) by reasons of Owner's instruction or
- f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- g) in consequence of the bidder not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing or
- h) from other cause which the Owner may certify as beyond the control of the bidder or
- i) by reason of nonpayment of interim certificate at specified time, the Owner shall grant for approval by the Owner a fair and reasonable extension of time for completion of the Contract. In case of strike or lockout the bidder shall as soon as may be given written notice thereof to the Owner, but the bidder shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

# C. QUALITY CONTROL

**46.0 Identifying Defects:** The Owner shall check the Bidder's work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Owner may instruct the Bidder to search for a Defect and to uncover and test any work that the Owner considers may have a Defect.

#### **47.0** Correction of Defects

- 47.1 The Owner shall give notice to the Bidder of any Defects before the end of Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability period shall be extended for as long as Defects remain to be corrected.
- 47.2 Every time notice of Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Owner' notice.
- **48.0 Uncorrected Defects:** If the Bidder has not corrected a Defect within the time specified in the Owner' notice, the Owner will assess the cost of having the Defect corrected, and the Bidder will pay this amount.

# **D. COST CONTROL**

#### 49.0 Schedule of Quantities

- 49.1 The Schedule of Quantities shall contain items for the construction work, installation, testing, and commissioning work to be done by the Bidder.
- 49.2 The Schedule of Quantities is used to calculate the Contract Price. The Bidder is paid for the quantity of the work done at the rate in the priced Schedule of Quantities for each item.

#### Page 26 of 47

**50.0 Variations:** All variations in the program pursuant to clause no. 7.0 of GCC shall be included in the updated program produced by the Bidder.

# 51.0 Payments for Variations

- 51.1 The Bidder shall provide the Owner with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Owner. The Owner shall assess and finalize the quotation, which shall be given within seven days of the request or within any longer period stated by the Owner and before the Variation is ordered.
- 51.2 If the Bidder's quotation is unreasonable, the Owner may order the Variation and make a change to the Contract Price which shall be based on Owner' own forecast of the effects of the Variation on the Bidder's costs.
- 51.3 If the Owner decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and shall be treated as a Variation.
- 51.4 The Bidder shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

# **<u>E: FINISHING THE CONTRACT</u>**

- **52.0** Completion Certificate: The Bidder shall request the Owner to issue a Certificate of Completion of the Works will do so upon deciding that the Work is completed.
- **53.0 Taking Over:** The Owner shall take over the Site and the Works within seven days of the Owner issuing a certificate of Completion. Before handing over the site, the bidder must obtain a site clearance certificate from the Owner.
- **54.0 Final Account:** The Bidder shall supply to the Owner a detailed account of the total amount that the Bidder considers payable under the Contract before the end of the Defects Liability Period. The owner shall issue a Defect Liability Certificate and certify any final payment that is due to the Bidder within 5-6 days of receiving the Bidder's account if it is correct and complete. If it is not, the Owner shall issue within 5-6 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Owner shall decide on the amount payable to the Bidder and issue a payment certificate within 5-6 days of receiving the Bidder's revised account.

# SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract are supplementary, to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

#### 1. Definition (GCC clause 1.0)

- a) Owner means : IIT Roorkee.
- b) Site means the project site situated in IIT Roorkee Main Campus / Saharanpur Campus.

#### 2. (i) Security Deposit: As per Critical Data Sheet.

(ii) Release of Security Deposit: Security Deposit will be refunded by the Owner after completion of Defect Liability Period i.e. 12 months from date of actual completion.

#### 3. Performance Guarantee: As per Critical Data Sheet.

#### 4. Payment:

- **4.1** a) No advance payment shall be made.
  - b) 70% on successful delivery of material at site in good condition, 20% on installation and 10% after testing & commissioning.
- **4.2** Payment shall not be released against 1st R/A bill until submission of following documents by bidder to the Owner:
- a) Attendance of deployed manpower (if applicable)
- b) Measurements
- c) GST Invoice with revenue stamp.
- d) EPF (if applicable) & ESI (if applicable) deposit proof.
- e) Deployed manpower salary deposit proof.
- f) Insurance Bidder's All Risk (CAR) Policy, Workmen compensation policy and Third Party Liability Insurance.

#### 4.2.1 Basis of Payment in RA bills

Payment in RA bills shall be based on quantity of work executed at site (as per the item of work) & verified by Owner as per the item rate in work orders. Owner is authorized to allow part rate/reduced rate for any item of work.

#### 4.2.2 Disallowance of payment

If payment has been made in RA bill for any item of work but later on some defect is noticed, Owner/Architect is authorized to disallow the payment in the subsequent bills till rectification of the work.

#### 4.3 Final bill

The final bill complete in all respect shall be submitted by the bidder within 60 days from the date of completion of work. The total quantity may vary as per actual work execution/site requirement/and user suggested changes during execution.

The bill should be accompanied with the following documents.

- a) Job completion certificate.
- b) Site clearance certificate.
- c) Indemnity certificate towards labour payment and all statutory payments.
- d) Certificate of test on materials etc. (if applicable.)
- e) Certificate of measurement sheets.
- f) Original quality control record, measurement records and any other joint site records maintain at site (if applicable). No claim shall be entertained after receipt of final bill.
- g) Warranty certificate(if applicable)

Settlement of final bill shall be made subject to deduction of all dues payable by bidder, settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

#### 5. Liquidated Damages

The quantum of work with stipulated time (as per discretion of EIC) will be communicated to the firm via email, hard copy or telephonically. In case of delay/partial completion, 0.5% per week of balance / unattended work subject to a maximum of 5% (Five percent) of the Contract value from the stipulated date of completion.

#### 6. Resolution of Disputes

In case the parties don't agree to the advice of owner, then the Director, IIT Roorkee shall appoint a sole arbitrator within 30 days of receipt of request forthwith. The arbitration shall be governed by Arbitration and Reconciliation Act 1996.

#### 7. Notices

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.

Owner:	Dean Infrastructure,
	Estate & Works,
	Indian Institute of Technology
	Roorkee

Bidder: \_\_\_\_\_

(To be filled in at the time of Signing of the Contract)

#### 8. Resolution of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here in before mentioned and as to the 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 these 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 cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the bidder considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision.

If the Bidder is dissatisfied with this decision, the Bidder shall within a period of 30 days from receipt of the decision, give written notice to the IIT Roorkee for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by The Director, IIT Roorkee. If reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a terms of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such IIT Roorkeeas aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contactor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the bidder shall be deemed to have been waived and absolutely barred and IIT Roorkee shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

#### 9. Protection of environment

- 8.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 8.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and byelaw of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- 8.3 Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

#### **10.** Specification to be followed for execution for execution of works are:

#### For Civil Works:

CPWD Specifications 2019 Vol. 1 and Vol. 2 with correction slips up to the last date of submission of bid.

#### For E & M Works:

- 1. CPWD General Specifications for Electrical Works Part-I (Internal) 2013 with correction slips up to the last date of submission of bid.
- 2. CPWD General Specifications for Electrical Works Part-II (External) 1995 with correction slips up to the last date of submission of bid.

**11.** If the bidder wants to offer any unconditional rebates on their offer that should be clearly mentioned.

# **Undertaking**

(On Non Judicial stamp paper of Rs. 100/-)

Name of the address of the bidder:
NIT No
Name of the work:
Due Date:

I/We have read and examined the Tender document for the work. I/We hereby submit bid for the execution of the work specified for the Institute within the time specified in NIT of quantities and in accordance with the specifications, designs, drawing and instructions in writing referred to the conditions of contract and with such materials as are provided for, by, and in respect of accordance with such conditions so far as applicable.

I/We agree to keep the Bid open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

Earnest Money as mentioned in the critical data sheet is hereby forwarded in Bankers' Cheque / Demand Draft / Fixed Deposit Receipt issued by scheduled bank. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in NIT. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-Tendering process of the work.

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We hereby declare that I/We have no near relative connection by marriage to any staff of the Institute.

The information given in the tender form is correct and best of my knowledge.

Dated:

Witness:

Signature of Bidder

Postal Address

Occupation:

#### PERFORMANCE GUARANTEE BOND

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

3. We, the said bank further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ...... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Indian Institute of Technology Roorkee in writing.

This guarantee shall be valid up to..... unless extended on demand by Indian 8. Institute of Technology Roorkee. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ......only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the ......day of..... for ..... (Indicate the name of the Bank)

# ANNEXURE - B

#### **EARNEST MONEY DEPOSIT DECLARATION**

Whereas,	I/we	(name	of	agency)	have
submitted l	bids for	· (.	Name	e of work).	

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for **one year** and shall not be eligible to bid for IIT Roorkee tenders from date of issue of suspension order.

**Signature of the contractor(s)** 

# GENERAL TECHNICAL PARTICULARS

# LT SWITCHGEAR PANELS

#### Scope of Work:

This specification covers design, fabrication (after approval of drawing from IIT Roorkee), transportation, loading, unloading, dismantling of existing panel, shifting of panel (if required), assembling, wiring, testing, packing, forwarding, delivery at site, installations and testing of 440V LT Panels including accessories complete in all respect. All panels should be **type tested** for their rated withstand capacities as per IEC 61439-1&2.

All accessories required for normal operation of panels are deemed to be considered as a part of the contractor's scope of supply. It is not the intent to specify completely herein, all details of design and construction of the LT Panel. However, the LT Panel shall conform in all respects to high standard of engineering, design, testing and workmanship.

#### Construction:

The panel shall be fabricated out of CRCA sheet steel of 2 mm thick for frame work so as to meet impact strength requirement of IK08 and IP55 or better as per IEC 61439 & IEC 62262. Wherever necessary, such sheet steel member shall be stiffened by angle iron frame work. All the elements of LT panels (frames, cubicles, doors etc.,) shall undergo seven tank surface treatments. Panels shall be painted by powder coating of approved shade / color (process with two coats of zinc chromate primer and two coats of powder painting). The painting should be done to get a smooth, scratch free and corrosion resistance surface.

General construction shall employ the principle of compartmentalization and segregation for each circuit for required separation form. Unless otherwise approved, incomer and bus section panels or sections shall be separate and independent and shall not be mixed with feeders sections. Each section of the rear accessible type panel / board shall have hinged access doors at the rear. Overall height of the Panel shall not exceed 2.40 meters. Operating levers, handle etc. of highest unit shall not be at a height more than 1.8 m, and that of the lowest unit shall not be less than 300 mm above finished floor level as per IEC 61439. Multi-tier mounting of feeders housing MCCBs is permissible. The general arrangement for multi-tier construction shall get approved before fabrication. There shall be separate gland plate for each cable entry so that there will not be dislocation of already wired circuit when new feeders are added. The construction shall include necessary cable supports for clamping the cable in the cable alley or in rear cable chamber. The vermin proofing shall be such that the vermin cannot enter from one compartment to another/bus bar chambers. Neoprene gaskets shall be used for all doors, covers and openings

All retaining catches, screws and bolts for doors and covers shall be cadmium/chromium plated. Screws and bolts shall be captive. Gasket shall be provided properly on covers, doors and joints of all LT Panels. The LT panels shall be of bolted construction (no welded construction). Each vertical section shall be equipped with Anti- condensation space heaters with thermostat which is to be located in the cable alley.

#### **Bus Bars:**

The main buses & connections shall be of high conductivity aluminium alloy as per IS: 5082 sized for specific current rating with maximum temperature limited to 85 degree C (i.e. 35 degree C rise over 50 degree C ambient). Bus bars shall be designed for a maximum current density of 0.8A/sqmm.

The bus bars should be designed considering the existing arrangement. The bus bars shall be insulated with heat shrink PVC sleeves with colour coding. The clearances between bus bars shall be adequate enough in view of short circuit capacity as per relevant IS/ IEC.

#### Digital Multifunction Meter (DMFM):

This specification is for HT (3 Phase 3 / 4 wire ) & LT, 3 Phase 4 wire panel mounted Digital Multi-Functional Meters of accuracy class 1.0 with RS 485 based Serial Communication with MODBUS RTU protocol for easy integration with SCADA.

Multifunction digital panel meter shall be provided for accurate and reliable measurement of electrical quantities (I, V, Hz, p.f., kW, kWh, kVA, kVAr, etc.) for SCADA. It has to be a large multi-line backlit LCD panel which enables four parameters to be displayed at the same time. An expansion module can be fitted for enhanced functionality (pulse input/output).

# i. Accuracy:

Class of accuracy of meter will be as per IEC62052-11 and IEC62053-22. Accuracy class: 1.0 (same accuracy for active and reactive power).

#### ii. Starting current:

The meter will start registering energy at 0.4 % of basic current (Ib). The meter will have a built in "Real Time Clock" with an accuracy of  $\pm 3$  minutes per year or better.

iii. Burden: Aux- 5VA, Current Circuit-0.2VA, Voltage Circuit- 0.2VA

#### iv. Electrical:

Connection type (Aux. supply): Common product for HT3/ HT4/ LT-4 application. Wiring configuration: Common product for 3 P-3 W and 3 P-4 W application Voltage range: Measurement voltage range 50 to 550 VAC (phase to phase) and 28.86 to 300 VAC P-N Aux power supply range: 80 to 300 VAC/DC Current range Available: 5A Main frequency: 50/60 Hz with -20% to +40%

#### v. Value Added Features:

RS485 Port: Meter will be provided with RS485 MODBUS port.

# vi. Load Survey:

60 days for 6 parameters @ 15 min integration period.

# vii. Required Features:

1. Large four-line seven-digit display with quadrant.

2. Configurable display units for Energy & Power

3. Magnitude of each harmonic distortion for voltage and current up to 31st harmonic shall be displayed either in soft or at meter end.

- 4. Measurement selection (star or delta/ 3P4W or 3P3W)
- 5. True root-mean squared (RMS) metering
- 6. Calibration LED for accuracy test on site
- 7. Wide-range auxiliary power supply, suitable for high-voltage or low-voltage installations
- 8. Maximum demand recording
- 9. Scroll-lock and 'Favorites Page' display customization
- 10. Expansion capability via add on hot pluggable modules for pulse inputs/outputs, and analogue outputs
- 11. Password protection for setup mode

12. Vendor executing the said work shall provide Register address of various parameters for modbus mapping.

#### viii. Type Test:

Meters should be type tested by NABL accredited lab.

#### Accessories

The panels shall be provided with TNC, fuses (wherever required), MCBs, RCCBs and LED type indication lamps for R, Y, B phases. Indication shall be provided for all feeders. All lamps shall be protected by proper control MCBs & Fuse Links.

All control wiring shall be carried out with multi core cable Fire Retardant PVC wires of size min. 1.5 sq.mm or Higher (as per panel OEM). Wiring for C.T. circuits it shall be 2.5 sq. mm or higher .Wiring shall be bunched and routed through cable alleys. Wiring shall be properly numbered with ferrules. All control circuits shall be suitable protected for short circuits with independent MCBs.

# Earthing:

All components, frame etc. shall be properly earthed .Two nos. of earth bus shall be extended throughout the length of the LT panels. Minimum size of earth bus shall be 50x6 mm for GI or 30x10 mm for copper. The short circuit withstand capacity shall be as per IS. Suitable arrangement shall be provided at each end of horizontal earth bus for bolting. All ACB Cradles & doors are earthed properly with respective sizes

# Standards

The LT panels shall conform to the latest revisions of relevant Indian and International Standard some of which are listed below. Copies of Type Test certificates shall be produced in this regard.

IEC 61439: Part 1 & 2 - Low voltage switchgear and control gear assemblies IEC 61641 - Internal Arc-fault withstand IS 2705: 1992 - Current Transformers IEC 60947 - Low-voltage switchgear and control gear IS 8623: 1993 - Specification For L.V. Switchgear & Control gear Assemblies:

# Tests & Test Reports

The type test certificate with respect to Ingres of protection from a govt. approved lab shall be produced.

At factory **routine test** such as HV test, IR before and after HV test, Primary/Secondary injection test, dimensional checks etc. shall be performed.

**Type Test** such as Temperature-rise limits, Dielectric properties, Short-circuit strength (Resistance), Effectiveness of the Protective circuit, Degree of protection, Clearance of Creepage distances, Mechanical operation check, Strength of materials & parts etc. should have been performed.

# Inspection

The panel shall be offered for inspection before dispatch. Routine tests as per Indian Standard will be carried out at the time of inspection. The bidder shall arrange all the test equipments in this regard.

# **Operating Manuals**

The supplier shall submit operating manuals for all components including items such as ACB, Relay and other equipment provided by the bidder. These manuals shall be in English. They shall include the ACB operating instructions. Context sensitivity shall be used to go directly to the appropriate place in the manual.

# **As-Built Documents and Drawings**

The supplier shall submit as built documents including applicable drawings. All deliverable documents and drawings shall be revised by the supplier to reflect the as- built ACB components including the entire Relay. Any errors in or modifications to LT panel resulting from its factory and/or site acceptance test shall be incorporated. Within this same context, all previously submitted documents that are changed because of engineering changes, contract changes, errors, or omissions shall be resubmitted.

# AIR CIRCUIT BREAKERS (ACBs)

# **Constructional Features**

The Circuit Breaker cradle shall be designed and constructed to permit smooth withdrawal and insertion. The movement shall be free of jerks, easy to operate. Mechanical latch shall be provided to identify the isolated, test & service position of breaker to prevent over racking. Automatically operated shutters shall be provided to screen live cluster contacts when the breaker is withdrawn from the cubicle. Sliding connections including those for the auxiliary contacts and control wiring shall also be of the self-aligning type. The fixed portion of the sliding connections shall have easy access for maintenance purposes.

# **Operating Mechanism**

The draw out mechanism shall be part of the fixed frame to reduce the weight of withdrawable part. Further, each position (service, test and isolated) shall be acknowledged by the operator before racking in / moving to the next position. The operating handle and mechanical trip push button shall be attached in front of and integral with the Circuit Breaker

The Circuit Breaker shall have the following three distinct and separate positions which shall be indicated on the face of the panel. The breaker shall get latched in each of three positions namely Service, Test and Isolated, operator to de latch before racking in/out to other position:

1. "Service" -- Both main and secondary isolating contacts closed

- 2. "Test" -- Main isolating contacts open and secondary isolating contacts closed
- 3. "Isolated" -- Both main and secondary isolating contacts open

Hence there shall be 3 distinct locking positions on the ACB for all 3 conditions as above.

There must be provision for storing the racking handle (when not in use) within the ACB CIRCUIT BREAKER INTERLOCKS.

Sequence type strain free interlocks shall be provided to ensure thefollowing:

- 1. It shall not be possible for the breaker to be withdrawn from the cubicle when in the "ON" position. To achieve this, suitable mechanism shall be provided to lock the Breaker in the tripped position before the breaker is isolated.
- 2. It shall not be possible for the Breaker to be switched "ON" until it is either in the fully inserted position or, for testing purposes, it is in the fully isolated position.
- 3. It shall not be possible for the Circuit Breaker to be racked in unless it is in the OFF position.
- 4. Inbuilt Mechanical & Electrical anti-pumping relay feature shall be incorporated in the ACB.

It should be possible to know the control voltage ratings for all electrical accessories without opening the panel door and should be click fit type to reduce maintenance shut-down time

# **Circuit Breaker Auxiliaries**

The Circuit Breaker shall have in built minimum 4 NO/NC free auxiliary contacts. These contacts shall be approachable from the front for connecting all external wiring from the front. They shall close before the main contacts when the Circuit Breaker is racked in and vice versa when the Circuit Breaker is Drawn Out of the cubicle.

The closing release, shunt trip release and under voltage release (where specified) shall be provided and secured on a metal plate with continuity to external earth in all circumstances. It shall be possible to connect all control and auxiliary wiring from the front of the circuit breaker.

#### **Protection Release**

The Air Circuit Breakers shall have microprocessor release. There shall be separate LED indications on the protection release for trip on LSING. The release should be able to communicate on MODBUS RTU protocol using RS485 port & it should be possible to configure protection setting from remote thru communication (2-way communicable). In a true 2-way communicable release all setting should be thru GUI navigation keys not thru BCD switches and through communication.

Release should be compatible with SCADA system. On-Line change of settings should be possible.

#### Earthing

The frame of the Circuit Breaker shall be positively earthed when the Circuit Breaker is racked into the cubicle. There shall be provision for connection of panel earth at clearly marked locations on the metal frame of the cubicle.

#### **Inspection and Testing**

Inspections and tests shall be performed to ensure ACB compliance with these Technical Specifications. Responsibility for conducting the inspections and tests shall rest with the supplier. The IIT Roorkee's representatives shall participate in the ACB inspections and shall witness the testing as described.

Following tests report shall be provided in addition to others specified in the IS/IEC:

Combined sequence test report

Dimensional and visual check

Mechanical operation test and checking of interlocks

Dielectric test on main and control circuits.

Internal Arc withstand test.

Make/ Break test.

Short Time Current test.

At the IITs discretion, IIT representatives will witness such testing. This may include requesting the supplier to perform tests on ACB selected at random from each batch of ACB that the supplier deems ready to be delivered to site. Should any such test prove unsatisfactory, the IIT reserves the right to have further tests conducted and for delivery not to take place until a mutually agreed course of action has been reached.

# **Relevant Standards**

IEC/IS 60947-2 - General Switchgears

IEC-60947-1/IES-60068-2-6/27 - Shock and Vibration Protection

IEC 60529 - Degrees of Protection provided by Enclosures (IP Code)

# Wherever IEC standards are indicated, suitable equivalent IS standards may be considered ACB SPECIFICATIONS

S.No.	Description	Unit	Specifications								
1.00	ACB rating	А	800	800	1250	1600					
2.00	No. Poles	No.	4	3	3	3					
3.00	Iu (40 °C) Rated uninterrupted current (at 40 °C)	А	800	800	1250	1600					
4.00	Ue Rated service voltage	V	440	440	440	440					
5.00	Ui Rated insulation voltage	V	1000	1000	1000	1000					
6.00	Uimp Rated impulse withstand voltage	kV	12	12	12	12					
7.00	Operating temperature	oC	-25 to 70	-25 to 70	-25 to 70	-25 to 70					
8.00	Storage temperature	oC	-40 to 70	-40 to 70	-40 to 70	-40 to 70					
9.00	Version		Withdra wable	Withdra wable	Withdra wable	Withdra wable					
10.00	Neutral Pole Current Carrying Capacity	%	100	100	100	100					
11.00	Icu (440 V) Rated ultimate short-circuit breaking capacity	kA	50	50	50	50					
13.00	Ics (440 V) Rated service short-circuit breaking capacity	kA	50	50	50	50					
15.00	Icw (1s) Rated Short/time withstand current	kA	50	50	50	50					
16.00	Icw (3s) Rated Short/time withstand current	kA	26	26	26	26					
17.00	Icm (440 V) Rated making capacity in short circuit	kA	105	105	105	105					
19.00	Draw-out type		EDO	EDO	EDO	EDO					
23.00	Mechanical Life with regular ordinary maintenance (No. of operationX1000)	No.	20	20	20	20					

24.00	Electrical Operation (400V) (No. of operationX1000)	No.	10	10	10	10
25.00	Protection functions					
25.01	Overload (L)		Yes	Yes	Yes	Yes
25.02	Selective short-circuit (S)		Yes	Yes	Yes	Yes
25.03	Instantaneous short-circuit (I)		Yes	Yes	Yes	Yes
25.04	Earth fault (G)		Yes	Yes	Yes	Yes
25.05	Phase unbalance (U)		Yes	Yes	Yes	Yes
25.06	Neutral protection(N)		Yes	Yes	Yes	Yes
25.07	Self Protection against over temperature		Yes	Yes	Yes	Yes
25.08	Zone selectivity for functions S and G		Yes	Yes	Yes	Yes
25.09	Residual current (Rc) with neutral CT		Yes	Yes	Yes	Yes
26.00	Measurement function					
26.01	Currents: three phases (L1, L2, L3) and neutral (Ne)		Yes	Yes	Yes	Yes
26.03	Maintenance: number of operations		Yes	Yes	Yes	Yes
26.05	Opening data storage (last 20 trips and 80 events).		Yes	Yes	Yes	Yes

# AUTOMATIC POWER FACTOR CORRECTION (APFC) PANEL

#### Scope:

The scope of this specification covers design, fabrication (after approval of drawing from IIT Roorkee), transportation, loading, unloading, dismantling of existing APFC panel, shifting of panel (if required), assembling, wiring, testing, packing, forwarding, delivery at site, installations and testing of 200kVAR APFC LT Panels including accessories complete in all respect.

#### **APFC Panels:**

Automatic Power Factor Correction panel shall be totally enclosed, metal clad, 2mm CRCA sheet steel fabricated, fixed feeder type, dust and vermin-proof, free standing, floor mounting type. The enclosure shall be pre-treated as per seven tank process and finished with powder coating of shade (as approved by IIT Roorkee). The panel shall be factory build to ensure proper thermal design, by providing louvers and fans in appropriate location, accurate selection of switchgear, capacitors-reactors and others in the panel. APFC panel should be SCADA compatible.

#### **Basic Design Specifications:**

An automatic power factor correction relay, microprocessor based, with arrangement for sensing the power factor of the inductive load and giving signal to the feeders of power capacitors as per the setting of P.F. and electronic circuit to ensure that once a capacitor gets cut off, it is not put on at least for a minute. The relay should automatically manage capacitor banks according to the reactive power required to correct the power factor of the load to the power factor set on the relay. The capacitors bank must be turned "on" and "off" in steps to correct the power factor of the load to the power factor set on the relay. The relay should have automatic and manual mode of operation with an LED to indicate the operating mode.

The relay should be able to communicate on MODBUS RTU protocol using RS485 port & it should be possible to configure protection setting from remote thru communication (2-way communicable). In a true 2-way communicable relay all setting should be thru GUI navigation keys not thru BCD switches and through communication.

#### **Relevant Standards:**

IEC-61921 - Temperature rise limits IEC-61439 - APFC Panel IEC-60831-1+2 - Capacitor

#### MOULDED CASE CIRCUIT BREAKERS (MCCBs)

Moulded case circuit breakers shall comply with the latest Indian Standards and IEC standards. MCCB's shall be designed for circuit protection of 440 V, three phase four wire AC distribution system. They shall be designed for use in panel boards as main breakers and for protection of feeder circuits and connecting equipment as per IS 13947 / IEC-947.

All MCCB's shall be provided with integrated static trip releases for overload, short circuit and earth fault with multiple characteristic curves and adjustable setting for each characteristic to ensure proper coordination with overload, short circuit and earth fault protection provided on upstream and downstream.

Each MCCB shall have a facility for padlocking in the "OFF" position. MCCB shall have front operating extended door operating handle. Potential free auxiliary contacts suitable for integration with SCADA shall be provided for MCCB's status indication (ON, OFF & TRIP).

			Sw	itch-Ge	ch-Gears/APFC Panel Configuration					Remarks		
S.N 0.	Location	800A ACB	1250A ACB	1600A ACB	125A MCCB	250A MCCB	400A MCCB	630A MCCB	APFC 200kV AR			
1	Hill View Substation	2	3	-	13	11	2	2	2	Existing LT Panel shall be dismantled. New Panel(s) with required switchgears along with accessories shall be designed and installed in such away to match the existing incoming & outgoing bus trunking from existing transformers and to other panels respectively as required for proper completion of work (including re-connections of all feeders and controls circuits.) <b>The existing LT panel(s) except Meters and CTs is in buy back, hence no extra payment shall be made for dismantling, removal, re-connections of all cables, MS works etc.</b>		
2	MG Central Library	7	_	3	10	5		6	2	Existing LT Panel shall be dismantled. New Panel(s) with required switchgears along with accessories shall be designed and installed in such away to match the existing incoming & outgoing bus trunking from existing transformers and to other panels respectively as required for proper completion of work (including re-connections of all feeders and controls circuits.) <b>The existing LT panel(s) except Meters and CTs is in buy back, hence no extra payment shall be made for dismantling, removal, re-connections of all cables, MS works etc.</b>		
3	MIED Substation	-	-	1	-	_	-	-	-	Existing LT Panel shall be dismantled and shifted so as to insert a new vertical panel housing 1600A ACB. New Panel with required switchgears along with accessories shall be designed and installed in such away to match the existing incoming & outgoing bus trunking from existing transformers and to other panels respectively as required for proper completion of work (including re- connections of all feeders and controls circuits.) <b>The dismantling, shifting and re- installation of existing LT panel and S/fixing of bus extension MS Works will be part of the work, hence no extra payment shall be made for dismantling, shifting, re- installation including S/F of appropriate bus riser, MS work, removal &amp; re- connections of all cables etc. as required.</b>		
4	AC Plant LHC Substation	1	-	-	-	-	-	-		An extra ACB including panel shall be installed with existing panel and S/fixing of appropriate bus riser so as to match with existing one. No extra payment shall be made for S/fixing of appropriate bus riser and connections of all cables etc. as required.		
5	Vigyan Kunj Student Hostel Substation	1	-	-	-	-	-	-	-	An extra ACB including panel shall be installed with existing panel and S/fixing of appropriate bus riser so as to match with existing one. No extra payment shall be made for S/fixing of appropriate bus riser and connections of all cables etc. as required.		

6	Institute Instrumenta tion Center	4	-	-	2	2	2	6	-	New Panel(s) with required switchgears along with accessories shall be designed and installed in such away to fulfill the requirement as decided by the EIC for proper completion of work including removal of all cables and re-connections of the same. The work shall be comprised of excavation and making of masonry trenches with PCC, CC, brick work, plastering, finishing, S/F of MS channels of appropriate size. <b>The existing LT panel(s) will be considered</b> <b>in buy back, hence no extra payment shall be made for dismantling and removal of the panel(s), disconnections and re- connection all cables, excavation, making <b>masonry trench(s), MS work etc.</b></b>
7	Vikas Nagar Substation	-	-	-	-	-	-	-	2	All APFC Panels will be in buy back, hence no additional payment shall be made for dismantling, removal and re-connections etc.
8	Vigyan Kunj Substation	-	-	-	-	-	-	-	1	as required for proper completion of work as per direction of Engineer-In-Chargec (EIC).
9	HV Lab Substation	-	-	-	-	-	-	-	2	
10	Wind Tunnel Substation	-	-	-	-	-	-	-	2	
11	WRL Substation	-	-	-	-	-	-	-	2	
	Total	15	3	4	25	18	4	14	13	

# **OTHER CONDITIONS**

On receipt of order, the bidder shall submit detailed GA and Schematic drawings with bill of materials for approval before taking up the panel fabrication.

The bidders shall enclose a letter of authorization from approved manufacturer of ACB. Bids without proper authorization letter shall be rejected.

All switchgears (i.e. ACBs and MCCBs etc.) shall be sourced from the same manufacturer. Mixing of switchgear manufacturer is not permitted.

The supplier shall arrange for training of engineers and technicians at IIT Roorkee. Supply and fixing of MS chequered plates to cover the left over trench portion after installation of LT panels with the necessary handling provisions. The MS chequered plates shall be duly painted.

The necessary MS C-channels of suitable size required for installation of LT panels over the trench shall be supplied and installed any extra cost.

Any minor modification required during execution of the work shall be done without any extra cost.

Firm must ensure availability of spare parts for maintenance of breaker for next 15 years.

Any other items which are not specially mentioned in the technical specifications but which are necessary to complete of the work shall be done without any extra cost.

Replacement / repair of faulty component /equipment should be done free of cost during defect liability period.

#### **Comprehensive Annual Maintenance**

- 1. Comprehensive Annual Maintenance Contract (CAMC) shall be applicable for the new LT Panels and APFC Panels (including allied work) for 05 years after completion of defect liability period of 12 months.
- 2. Scope of Work during CAMC
  - i. One service visit per year.
  - ii. Works to be carried out during servicing.
  - a. Full servicing of ACBs / MCCBs / Contactors.
  - b. Testing of ACBs including protection release, relays etc.
  - iii. Consumables required during servicing shall be in bidder's scope.
  - iv. Unlimited breakdown visits.
  - v. All breakdown calls must be attended within 48 hours failing which a penalty @ 0.1% per day of CAMC amount will be deducted from the bill.
  - vi. Replacement of all type of spares which becomes defective during CAMC period.
  - vii. The bidder shall maintain repair / service log book duly signed by IITR.

# List of Approved Makes of Electrical & Mechanical (E&M) Materials

Sr. No.	Materials/ Equipments	Manufacturer/ Make
1	MCB, Isolator, Industrial Plug Socket, RCCB, RCBO'S	Schneidler Electric ACTI-9 (N)/ Legrand (DX <sup>3</sup> )/ Hager/ L&T (Exora)/ ABB (S200M)/ Siemens (Betaguard)
2	MCBDB & Loose Wire Box	Legrand/ L&T/ Hager/ Schindler/ ABB (Elegance)/ Siemens
3	LT Jointing Kit/ Termination	Raychem/ Cab Seal/ 3M
4	H.T Cable (ISI marked)	CCI/ Polycab/ Universal/ KEI/ Havells/ RPG Cables
5	HT End Termination Cable Joint Kit	Reychem/ Cab Seal/ 3M
6	ACBs (with display) <b>minimum given model</b> or better complying the tender specifications	Siemens (3WL-ETU45B)/ L&T (U-Power-OMEGA)/ ABB (Emax) PR122/ C&S (Win Master24.)/ Legrand (DMX3MP4)/ Schnieder (Masterpact NW6.0 A)
7	Moulded Case Circuit Breaker (MCCB) Thermal Release/ Microprocessor Based (Ics=Icu=100%) minimum given model or better complying the tender specifications	Schneider Electric (NSx Series)/ Siemens (VL Series)/ L&T (D-Shine)/ Legrand (DPX3)/ ABB (Tmax)/ C&S (Winbreak-1/2)
8	APFC Panel (200 KVAR & Above) (Accessories make will be as per manufacture's standards)	L&T/ Schneider/ ABB/ Siemens/ Legrand/ C&S
9	LT Panel/ Meter Panel Board/ Outdoor Feeder Pillar/ APFC Panel (less than 200 kVAR)/ Bus Ducts	Tricolite Electrical Industries/ Control & Switchgears Pvt. Ltd./ Sterling &Wilson/ Milestone/Adlec Control System Pvt. Ltd./ Advance Panels & Switchgears Pvt. Ltd./ S.S.
10	Potential Transformer/ Current Transformer	Automatic Electric/ Gilbert & Mexwell/ Matrix/ Precise/ L&T/ Kappa
11	Automatic MotorizedChangeover/Automatic Transfer Switch (ATS)	Asco/ Russel/ Socomac/ Hager/ ABB
12	DMFM	L&T / Landis+Gyr/ Secure/Schneider/Siemens
13	Cable Glands Double Compression with earthing links	Comet/ Cosmos/ Dowells/ Gripwell/ Jainson
14	Bimetallic Cable Lugs	Comet/ Dowells (Biller India)/ Hax Brass (Copper Alloy India )/ Jainson/ Action
15	MS Cable Tray	Pilco/ Slotco/ Pasco/ MEM/ BEC/ Steelways/ Legrand
16	PPR/ CPVC/ UPVC Pipe and Fittings	Astral/ Supreme/ Ashirwad/ Finolex/ Ajay Flow Guard/ Prince/ SFMC (ISI mark)
17	GI Pipe	Tata/ Jindal Hisar/ Prakash Surya
18	XLPE Aluminium/ Copper Cable	Finolex/ Universal/ Polycab/ RPG Cable/ KEI/ Havells

Note:

1. Items whose make are not mentioned in the approved make list will be as per direction of EIC.

# **ESTATE & WORKS**

# INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

# **Schedule of Quantities**

# Name of Work: "SITC of LT Panels including ACBs for several substations at IIT Roorkee Campus."

Sl. No.	Item Description	Quantit y	Units	Estimated Rate with GST in Rs. P	Quoted Currenc y in INR / Other Currenc y	TOTAL AMOUNT With GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	12	53	55
1	Part A						
1.01	SITC of new 800A, 3/4Pole, ICU=ICS=50KA, ICW=50KA (1Sec), Electrical operated Draw out Circuit Breaker, EDO kit-220 VAC/VDC Electrical Trip Indication, SCADA compatible release & Communication Module ( <b>RS485</b> ), Mechanical Key Lock, Last 20 Trip History 80 Events.	15	Each	239927.00	INR	3598905.00	INR Thirty Five Lakh Ninety Eight Thousand Nine Hundred & Five Only
1.02	SITC of new 1250A, 3/4Pole, ICU=ICS=50KA, ICW=50KA (1Sec), Electrical operated Draw out Circuit Breaker, EDO kit-220 VAC/VDC Electrical Trip Indication, SCADA compatible release & Communication Module ( <b>RS485</b> ), Mechanical Key Lock, Last 20 Trip History 80 Events.	3	Each	271021.00	INR	813063.00	INR Eight Lakh Thirteen Thousand &Sixty Three Only
1.03	SITC of new 1600A, 3/4Pole, ICU=ICS=50KA, ICW=50KA (1Sec), Electrical operated Draw out Circuit Breaker, EDO kit-220 VAC/VDC Electrical Trip Indication, SCADA compatible release & Communication Module ( <b>RS485</b> ), Mechanical Key Lock, Last 20 Trip History 80 Events.	4	Each	284089.00	INR	1136356.00	INR Eleven Lakh Thirty Six Thousand Three Hundred & Fifty Six Only
1.04	SITC of 200kVAR APFC Panel in ratio of 1:1:2 with MPPH/CLMD series capacitor and 500A, 35kA, TP, MCCB as incomer, Auto / manual type with Digital Multifunction Meter, APFC Relay (MODBUS RTU protocol using RS485 port), selector switch, indication etc. complete with wiring etc. The panel shall be dust and vermin proof with IK08 and IP55 protection and designed for front and back access and cable entry from entry from top/ bottom. The panel shall be made out of 2.00 mm thick CRCA sheet, pre treated and powder coated and colour shade as per direction of EIC with buy- back of old APFC panel.	13	Each	338483.00	INR	4400279.00	INR Forty Four Lakh Two Hundred & Seventy Nine Only

1.05	Providing and fixing 125 amp, 16 KA, rating and breaking capacity TPMCCB in existing cubicle panel board including drilling holes in cubicle panel, making connections etc. as required.	25	Each	4145.00	INR	103625.00	INR One Lakh Three Thousand Six Hundred & Twenty Five Only
1.06	do- but 250 amp 35 KA	18	Each	11140.00	INR	200520.00	INR Two Lakh Five Hundred & Twenty Only
1.07	Do-but 400 amp 35 KA MCCB	4	Each	21512.00	INR	86048.00	INR Eighty Six Thousand &Forty Eight Only
1.08	Do-but 630 amp 50 KA MCCB	14	Each	27771.00	INR	388794.00	INR Three Lakh Eighty Eight Thousand Seven Hundred & Ninety Four Only
1.09	SITC 4 Pole Automatic Motorized Changeover/ Automatic Transfer Switch (ATS) rating 250 Amps.	1	Each	68112.00	INR	68112.00	INR Sixty Eight Thousand One Hundred & Twelve Only
1.1	SITC of 3-phase 3/4 wire accuracy class 1.0 Digital Multifunction Meter with RS 485 MODBUS communication port, large four line seven digit LCD display with quadrant, SCADA compatible as per IEC 62052-11 and IEC 62053-22 complete				INR	273840.00	INR Two Lakh Seventy Three Thousand Eight Hundred & Forty Only
	in all respect as per specification.	7	Each	39120.00			
1.11	SITC of tap wound and ring type Current Transformer (CT) ratio (100/5 to 1600/5) Accuracy Class: 1.0, burden 5VA complete with all accessories and connections in all respect. (01 set consisting of 03 nos.)	15		4470.00	INR	67050.00	INR Sixty Seven Thousand &Fifty Only
1.12	Supply, erection, testing and commissioning of factory fabricated metal clad dust and vermin proof, floor mounted 1600A, 440 V, 50 Hz, 3 phase and neutral LT panel, double door, <b>1000 mm</b> depth duly powder coated with separate chamber for instruments (e.g. Digital Multifunction Meter), switch gears (like I/C & O/G ACB's/MCCB's / ATS switch with extensible/rotary handle etc.), indications, TNC Switch etc. The LT panel shall have 1600Amp, 415V TPN electrolyte aluminium bus bar as per IS 8623 insulated with heat shrink sleeve and mounted on non-hygroscopic supports with detachable side with hinge and locking. The switches shall be completed with lug and cable gland of suitable size of cables with connection as required. The panel should be made with 2 mm CRCA sheet. The panel should be fixed on with base M.S. channel size 125mmX65mmX6mm or as required for proper completion of work as suited for existing panel as per direction of EIC.	350	Set Sq.Ft.	4470.00	INR	1422050.00	INR Fourteen Lakh Twenty Two Thousand &Fifty Only
1.13	Do but panel of 600 mm depth with 800Amps Busbar.	50	Sq.Ft.	4211.00	INR	210550.00	INR Two Lakh Ten Thousand Five Hundred & Fifty Only
2	Part B : CAMC for 5 years						
2.1	CAMC for 1st year	1	Each	500000.00	INR	500000.00	INR Five Lakh Only
2.2	CAMC for 2nd year	1	Each	550000.00	INR	550000.00	INR Five Lakh Fifty Thousand Only

2.3	CAMC for 3rd year	1	Each	600000.00	INR	600000.00	INR Six Lakh Only
2.4	CAMC for 4th year	1	Each	650000.00	INR	650000.00	INR Six Lakh Fifty Thousand Only
2.5	CAMC for 5th year	1	Each	700000.00	INR	700000.00	INR Seven Lakh Only
Total in Figures						15769192.00	INR One Crore Fifty Seven Lakh Sixty Nine Thousand One Hundred & Ninety Two Only
Quoted Rate in Figures			Select			0.00	INR Zero Only
Quoted Rate in Words					INF	R Zero Only	

# Note:

- 1. Bidders are advised to visit the site to ascertain the actual facts before quoting.
- 2. Vendors should not send any hardcopy of bids and other documents to IIT Roorkee.
- 3. Vendor will arrange safety gears such as safety shoes, safety helmets, gloves etc for the manpower deployed at his own cost. If the manpower is found not wearing safety gears, a penalty of Rs. 200 per violation will be imposed by the EIC.
- 4. The lowest bid shall be evaluated on the basis of total cost of Part-A & Part-B.
- 5. Tender will first be allotted for Part-A & then for Part-B (after completion of defect liability period of 12 months) on yearly basis (depending on the performance of the bidder).

Signature and stamp of the bidder

Institute Engineer, E&W, IIT Roorkee