



अखिल भारतीय आयुर्विज्ञान संस्थान

कार्यालय कार्यपालक अभियंता

परियोजना सेल, स्वास्थ्य एवं परिवार कल्याण मंत्रालय

साकेत नगर, भोपाल – 462020

दूरभाष :0755-2900697 (O)

Email: ee.electrical@aiimsbhopal.edu.in & se@aiimsbhopal.edu.in

Notice Inviting Quotations

Executive Engineer (E), ABEU, AIIMS BHOPAL On behalf of the Director AIIMS Bhopal inviting online quotations from eligible contractor of CPWD/ PWD/ Railways/ MES/ BSNL enlisted in appropriate class in composite category on **Percentage Rate basis**. The quotations on the basis of total amount on percentage lower or higher basis shall be submitted online on or before **27/12/2017 up to 3:00 PM** and the same will be opened **online** on **27/12/2017 at 03:30 PM** in presence of willing bidders. The intending bidders may see the uploaded bid documents free of cost on e-tendering website: - www.tenderwizard.com/AIIMSBHOPAL and same can also be seen on AIIMS Bhopal portal i.e- www.aiimsbhopal.edu.in, www.eprocure.gov.in and may also inspect the site at their own cost. No quotations shall be entertained after the stipulated date and time.

Name of work: Providing necessary power points and LAN points in 2nd floor of Central library for setting up E-library at AIIMS Bhopal.

NIQ No.: 07/NIQ/ABEU/AIIMS/17-18

Estimated Cost: Rs. 13,89,924/-

Earnest Money: Rs. 27,798/-

Period of Completion: 15 Days

Schedule of Qty: Attached as Annexure-I

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF
NIQ AND POSTED ON WEBSITE**

E – Notice Inviting Quotations

NIQ NO.06/NIQ/EE(E)/ABEU/2017-18

1. Executive Engineer (E), ABEU, AIIMS BHOPAL On behalf of the Director AIIMS Bhopal inviting online quotations from eligible contractor of CPWD/ PWD/ Railways/ MES/ BSNL enlisted in appropriate class in composite category on **Percentage Rate** basis for the following work (s) who fulfills the following criteria :

SI.	NIQ No.	Name of work & Location	Estimated cost put to NIQ	Earnest Money	Period of Completion	Period of submission bid with document	Period during which EMD, Cost of NIQ	Time & date of opening of NIQ
1	07/NIQ/EE(E)/ABEU/2017-18	Providing necessary power points and LAN points in 2nd floor of Central library for setting up E-library at AIIMS Bhopal	Rs. 1389924/-	Rs. 27,798/-	15 Days	27/12/2017 <u>up to 3.00 PM</u>	NIL	27/12/2017 <u>up to 03.30 PM</u>

Terms & Conditions:-

- The intending bidder must read the terms and conditions carefully. He should only submit his bid online if he considers himself eligible and he is in possession of all the documents required.
- The bid shall be accepted only through online e-Tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website www.tenderwizard.com/AIIMSBHOPAL & www.aiimsbhopal.edu.in & www.eprocure.gov.in
- Intending contractors need to register themselves on the e-tendering website www.tenderwizard.com/AIIMSBHOPAL to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through E-payment only and completing the steps specified on above referred website.
- The rate quoted should be inclusive of all cost all taxes and GST etc.
- SPECIAL NOTE: THE PRICE BID AND other documents has TO BE SUBMITTED SEPERATELY ON-LINE AT www.tenderwizard.com/AIIMSBHOPAL. THE DATE OF SUBMISSION OF ON-LINE BID IS AS PER NOTICE INVITIG QUOTATION.

7. Requirements of Vendor :-
 - (A) Registration with portal www.tenderwizard.com/AIIMSBHOPAL .
 - (B) Class-III digital certificate in the name of the Company of the vendor is mandatory (in the name of the Company who will be submitting the EMD & General Information). This may be obtained by calling our helpdesk (011-49424365). Bids will not be recorded without Digital Signature.
 - (C) Bidders will have to pay Tender Processing Fee Rs 885/- (Ruprees Eight Hundred Eighty Five) (Non-Refundable) through E-payment for the tender.
8. **The Financial bid must be submitted in given format on e-tendering website: www.tenderwizard.com/AIIMS BHOPAL. The bidder is not required to submit the hard copy of financial bid.**
9. The Earnest money can be deposited in form of Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts towards cost of EMD, as mentioned above, in favor of **Director, AIIMS, Bhopal** and the EMD for unsuccessful bidders shall be returned after opening of bids. The bids without Earnest Money will be summarily rejected. **The EMD must be submitted in original hard form to tender opening authority by 15:00 Hrs on or before the date of opening of Bids.**
10. **The Bidder is required to upload Copy of Registration Document in eligible class of concerned department as specified in NIQ, TIN No/ GSTIN No., PAN No. The attested copy of the uploaded documents should also be submitted to tender opening authority along with EMD before 1500 Hrs on the date of opening of the Bids.**
11. **The bid not containing required document upload on website will be summarily rejected and financial bids of such bidder will not be considered for opening of Financial Bid.**
12. Payment shall be released after the successful completion of whole or part of work after deducting TDS as per Income tax Rules and any other statutory deductions as per latest Government rules, after full satisfaction of the Engineer In-charge. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill, if any. Contractor must give bank account details and RTGS details or crossed blank cheque leaf showing complete bank details to enable this office to make electronic payment.
13. Agency may please note that they shall follow the safety and security procedures while working at AIIMS Bhopal as per the Institute`s norms.
14. The work shall be carried out as per **standard specifications of CPWD 2013** up to date correction slips, relevant IS code if the CPWD specification are silent and also as per manufacturer`s specifications or as directed by Engineer-In-Charge.
15. If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the expiry of contract period he shall on account of such breach, pay agreed compensation at 1½ percent of the value of the work per month subject to maximum of 10% of the value of work shall be charged from the agency.
16. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion. Similarly the work can also be closed by bidder after giving suitable notice of one month with proper justification and found justifiable by the AIIMS authorities.
17. If the agency is not registered GST department earlier, he has to get register himself with GST department before being eligible for any payment. He should submit required documents to the office of Executive Engineer (E) AIIMS Bhopal in this regard.

18. The work is estimated to cost. **13,89,924/-**-this estimate, however, is given merely as a rough guide.
19. The time allowed for carrying out the work will be **15 days** from the date of start which shall be reckoned from the date of issue of letter of award/work order. A security at rate of 10% will also be deducted from each bill of the contractor, but not more than 10% of the contract amount, this shall be released after six months after completion of work.
20. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature & place of the worksite & 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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other Services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract conditions of document 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 Government and local conditions and other factors having a bearing on the execution of the work.
21. The competent authority on behalf of the Director, AIIMS, does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bid shall be summarily rejected.
22. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
23. The competent authority on behalf of Director, AIIMS, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
24. The contractor shall not be permitted to bid for works in the AIIMS, Bhopal if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the AIIMS, Bhopal. Any breach of this condition by the contractor would render him liable to be removed from the list of eligible bidders for any future bids.
25. The bid for the works shall remain open for acceptance for a period of forty five (45) days from the date of opening of 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 department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.
26. Payment shall be made to the contractor only after the product is tested from reputed laboratory, if decided by the Engineer-in-charge. The samples for testing shall be collected by the Engineer-in-charge or his authorized representative from any lot of the materials brought at site randomly. Testing charges shall be borne by the contractor. However, if the material is passed by the lab. in testing, the testing charges shall be reimbursed to the contractor. No payment shall be made for the samples taken for testing.
27. Breach of Terms and Conditions: In Case of breach of any terms and conditions as mentioned above, the Competent Authority of AIIMS Bhopal will have the right to reject the bid at any stage in the contract period and in that event the EMD and other security deposit, PG available with AIIMS

against this work shall also stands forfeited.

28. Applicable Law: The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing. Any disputes are subject to exclusive jurisdiction of competent court and forum in Bhopal, Madhya Pradesh, India only.
29. The NIQ and other bid documents can be seen at website www.aiimsbhopal.edu.in, www.tenderwizard.com/AIIMSBHOPAL and www.eprocure.gov.in. The intending bidders are advised to have regular watch on AIIMS websites as modification/ corrigendum in terms and conditions shall be made only through website at any time before the last date of receipt of NIQ.
30. Defect liability period is one year from the date of completion.
31. Payment shall be made after satisfactorily completion of the work.
32. Any damage to the anything during installation shall be the responsibility of the contractor and the same shall be made good by the agency for nothing extra shall be paid.

Executive Engineer (E)
ABEU, AIIMS BHOPAL

Copy to following for information and wider publicity:-

1. PS to Director, AIIMS, Bhopal.
2. Superintending Engineer, Project Cell, MoHFW, AIIMS, Bhopal.
3. Office of MS/DDA/FA/AO for putting on notice board for wider publicity.
4. Stores Officer, to put the NIQ on Tenderwizard.com also for publicity.
5. Copy forwarded to I.T. Section, AIIMS Bhopal for Publication on website AIIMS Bhopal & Public Purchase portal of GOI and send a copy of proof of publication.
6. Notice Board.

Annexure-I

Sr. No	Item Description	Qty.	Unit	Net Rate	Amount	DSR 2016 Ref
1	Supplying, Installation, Testing and Commissioning of 9 U rack with PDU and fan incorporating 2 nos. 24 port CAT 6 patch panel i/c PVC flexible conduit for LAN wire and termination of LAN cable complete etc. As required.	4	set	44085.00	176340.00	MR.
2	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required.	3500	mtrs	40.33	141166.13	DSR1:53:1
3	Supply & fixing of patch cord 3 mtr. Length CAT 6 TIA/EIA 568-C.2 & ISO/IEC 11801 Complete etc. As required.	100	Nos	479.00	47900.00	
4	Supply & fixing of patch cord 2 mtr. Length CAT 6 TIA/EIA 568-C.2 & ISO/IEC 11801 Complete etc. As required.	100	Nos	437.00	43700.00	
5	Supply & fixing of GI Raceway 225 X 25 mm deep along with couplers & fixing brackets, including cutting of existing kota stone in the floor etc. complete as required.	120	Mtrs	2671.00	320520.00	
6	Supply & fixing of height adjustable junction box 65-90 mm with fly over for direct access to cable at intersection of floor, Raceway while maintaining perfect separation & 90 degree cross over between data and power cables, including cutting of existing kota stone in the floor etc. complete as required.	39	Nos	3135.00	122265.00	
7	Supply & fixing of vertical riser suitable for 225 mm GI Raceway, including cutting of existing kota stone in the floor etc. complete as required.	4	Nos	1952.00	7808.00	
8	Supplying and fixing DLP plastic trunking of following size along with accessories i.e plastic trunking with joints, base joint, clips, flexible cover 65 mm etc. complete as reqd.					
	(a) 80 mm x 50 mm	12	Mtr	1336.00	16032.00	
9	Supplying and fixing following accessories in DLP trunking size of 80 mm x 50:					
	(a) End cap with accessories for end cap.	4	Nos	208.00	832.00	
10	Supplying and fixing following accessories in DLP trunking size of 80 mm x 50:					
	(b) Flat angle with accessories for flat angle.	4	Nos	577.00	2308.00	
11	Supplying and fixing following accessories in DLP trunking size of 80 mm x 50:					
	(c) Internal angles adjustable from 80°-100° with accessories for internal angle.	4	Nos	437.00	1748.00	
12	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit/ Raceway as required.					
a)	3 x 2.5 sq. mm	1800	mtrs	88.97	160146.45	DSR1:17:12

13	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.					
	25 mm	100	mtrs	81.85	8185.26	DSR1:21:2
14	Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.					
	(a)5/6 A switch	200	Nos	194.00	38800.00	
	(b) 3 pin 5/6 A socket outlet	300	Nos	350.00	105000.00	
	(c) RJ 45	100	Nos	704.00	70400.00	
15	Supplying and fixing following size/ modules, PVC box alongwith modular base & cover plate for modular switches in recess etc as required. (Make - Arteor)					
	a) 1 or 2 Module (75mmX75mm)	100	Nos	289.00	28900.00	
	b) 8 Module (Horizontal)	100	Nos	580.00	58000.00	
16	"Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)"					
	16 way, Double door	4	Nos	1618.07	6472.29	DSR 2.3.4
17	Supplying and fixing following ways surface/recesss mounting, vertical type, 415 volts , TPN MCB distribution board of sheet steel ,dust protected, duly powder painted , inclusive of 200 amps tinned copper bus bar ,common neutral link earth bar ,dinbar for mouting MCBs,with 1 nos 160 Amp 4 pole 16 KA MCCB (But without MCB's) as required. (Make : Legrand)					
	4 way , Double door	1	No	20532.00	20532.00	
18	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 Ka, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
	(a)Single pole	52	nos	205.22	10671.68	DSR 2.10.1
	(b) Double pole	4	nos	549.24	2196.97	DSR 2.10.3
	Total				1389924.00	

QUOTATED PERCENTAGE RATE

ABOVE :

BELOW :

**Executive Engineer (E),
ABEU, AIIMS BHOPAL.**

**SPECIAL CONDITIONS FOR ELECTRICAL WORKS i.e. ELECTRICAL INSTALLATION FOR
COMPOSITE TENDERS**

1. In case the main contractor is himself eligible for sale of tender for the specific electrical component (Electrical Installation) and intends doing the job himself, he may not associate agency for the specific electrical component
2. Main agency shall have to submit credential of the proposed associated agencies for verification and approval of the department in Performa at Annexure I. Consent letter of such selected agencies for association shall also be enclosed in the prescribed format (Annexure-II). Main agency may propose up to three names of eligible associates.
3. After obtaining concurrence of department for such association, the main agency shall finalize one associate for execution of the electrical installation /down comer component of the work. The main contractor has to enter into agreement with the contractor associated by him for execution of minor component. Copy of such agreement shall be submitted to EE (E) in charge of electrical component for approval by competent authority as well as to EE(E) in charge of major component. (As per Annexure - III)
4. All technical discussions shall be attended by the associate agency and the main agency. Commercial / Technical submissions for the electrical works shall be signed and submitted by the associate agency along with the main agency.
5. Price-bid for electrical component shall be submitted by the main agency.
6. Award of work shall be made by the Engineer-in-charge of the major component to the main agency for complete work.
7. The main contractor shall be entirely responsible and answerable for all the works done by his associated electrical contractor regarding their quality, adherence to the laid down specification, terms and conditions, warranty/guarantee etc and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
8. The manufacturer's guarantee/warranty for all the electrical accessories shall be for minimum period for 12 months from the date of taking over of the installation by the department. Necessary documents of handing / taking over of the installation will be duly signed by the three parties namely EE (E) the main contractor and the associate contractor. The main contractor will ensure that the maintenance during the guarantee period shall also be carried out by the associate electrical contractor. one year guarantee is to be provided free of cost as per item in the schedule of quantity.
9. The main contractor shall also give necessary general power of attorney under the contract to the associated electrical contractor to enable him to receive instructions from electrical engineers of the department at site, sign the site order book, bills MBs for acceptance of measurement and receive stipulated materials etc.
10. The main contractor shall be responsible for coordinating the activities of all the works and will ensure progress of all works as per the laid down program. The main contractor shall also arrange for proper storage of the electrical accessories at site and will be responsible for their watch and ward.
11. Associate electrical agency shall submit the fortnightly labour report. Material for use at work shall be procured by the electrical agency. For this purpose invoice / delivery challan shall be submitted to the department by the associate agency.
12. Sample of materials like conduits wires, of each size to be tested in the laboratory approved by Engineer - in charge, nothing shall be paid on this account; testing fees etc. shall be paid by the contractor.
13. Materials like switch sockets boards MCB DB wire conduits MCB box raceway shall be approved by Engineer-In-Charge before use at site.

14. Fish wire shall be provided in each conduit where wiring is not carried out.
15. Extra item substitute item deviation etc. shall be carried out only with written permission of competent authority.
16. For power wiring/computer point wiring GI box of 6/8 module shall be in horizontal pattern only.

17 For Composite Tenders

17.1.1 The Executive Engineer in charge of the major work will call tenders for the composite work. The cost of tender document and Earnest money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

17.1.2 The tender document will include following three components:

Part -A : CPWD - 6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General conditions of Contract for CPWD 2014 amended / modified upto last date of receipt of tender or latest edition as applicable with all amendments / modifications up to last date of receipt of tender.

Part -B : General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part-C : Schedule Package B for minor component of the work (SE/EE in charge of Work shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General / specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

17.1.3 The tenderer must associate with himself, agencies of the appropriate class or experience eligible to tender for each of the minor component individually.

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

17.1.5. After acceptance of the tender by competent authority, the EE in charge of the work shall issue letter of award on behalf of the President of India.

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

17.1.7 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined below and has to submit detail of such agency(s) to Engineer-in-charge within 15 days of award of work. Name of the agency(s) to be associated shall be approved by Executive Engineer(E) of minor component(s) .

17.1.8 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of competent authority, who had earlier approved the same. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

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

17.1.10 It will be obligatory on the part of the firm/ agency to sign the tender documents for all components before the first payment is released.

Annexure I**PROPOSAL FOR ASSOCIATING ELECTRICAL AGENCIES for ELECTEICAL INSTALLATION,
AND DOWN COMER**

We hereby propose the following electrical agencies as per details mentioned against each. Their consent letters are also attached as per Annexure II

S No.	Name of electrical contractor/ Firm	Category and class of registration in CPWD/ Work experience	Registration No.	Monetary limit of work	Validity of registration	Consent letter attached (yes/No)
1.						
2.						
3.						

Note :- A copy of registration order/ Work experience shall be attached for each agency.

Contractor's signature

CONSENT LETTER

I/We hereby give my/ our consent to work as electrical contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period. I/we will execute the work as per CPWD specification and addition conditions of the works.

I/we will also engage suitable Engineer for the work as per condition of work. I further certify that the above particulars pertaining to me are correct.

Signature of Electrical contractor

Memorandum of understanding**Rs. 100/- Non-judicial stamp**

This Memorandum of Understanding (MOU) is made on the _____ at _____

Between

M/s _____ (Main Contractor) having his registered office at _____ which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

And

M/s _____ (Associate contractor) registered in CPWD as class : _____ Electrical contractor and having his registered office at _____ which expression shall unless repugnant to the subject or context include its administrators, successors and assign.

Whereas, the Central Public Work Department, have issued tender papers to quote for the following work to M/s _____ (Main Contractor).

Name of work :

Whereas, This Memorandum of Understanding has been entered into to execute the above work by the Main Contractor and Associate Contractor.

Whereas, both the parties have gone through and understood the various conditions and clauses of the tender and willingly agree to abide by them.

This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the CPWD.

Now, therefore it is agreed between the parties here to as follows :-

- 1 :- The associated electrical contractor shall completely execute, perform and do all the works mentioned and described in the main agreement for its electrical components according to the specifications, terms and conditions etc. of the main agreement.
- 2 :- The associated electrical contractor shall execute and complete the works in all respect up to full satisfaction of the CPWD officers and attend to them during their inspection at site, meetings etc., whenever required by the CPWD officers.
- 3 :- The cost of electrical works executed by the associated electrical contractor will include the cost of all the materials, accessories, equipments, tools & plants, laborers technical persons required etc. in all respect.
- 4 :- The associated electrical contractor is responsible for getting recorded measurements and preparation, submissions & pursuance of payment of the bills of the work done for electrical portion of the main agreement.
- 5 :- **The rate will be as per the schedule enclosed.**
- 6 :- The Quantity will be as per actual measurement as received from CPWD to main contractor and the rate will be as per the mutually agreed.
- 7 :- The payment to associate contractor will be released after the payment to main contractor is made by the CPWD.
- 8 :- The technical staff required for the associate discipline shall be of associate contractor.

- 9 :- The guarantee of the installation after the completion of the work shall be responsibility of the associate electrical contractor as required by the CPWD.
- 10 :- There is no service tax liability; work being related to the construction of the Central Govt. Deptt. However, if any liability of the service tax is imposed on the associated electrical contractor then it will be paid by main contractor.
- 11 :- Either party shall not repudiate the contract in mid way without the consent of each other. Otherwise it will be treated as breach of agreement for any reason whatsoever.
- 12 :- The main agency shall be solely responsible for deferment & rescheduling of each milestone fixed as per contract documents and in such eventuality, the consequences arising out of the same rests on main agency.
- 13 :- The main contractor only shall be responsible for getting extension of delay regularized and liability what so ever flowing out shall lies with them. There shall be no direct or indirect impact on associate contractor.
- 14 :- TDS shall be deducted by the main contractor as per Income Tax law from associated agency. In case liability of tax other than Income Tax(Such as vat, service tax, or any other mechanism formed) is levied on associated contractor then the main agency will reimburse it in full to associated agency.
- 15 :- The associated contractor shall be bound to execute work upto a deviation limit of 30% in quantities of items of work at the agreement rate. Beyond deviation limit the rates will be decided by main & Associated contractor on mutually agreed basis.
- 16 :- For the items such as extra items, substitute items and new items other than the items of main agreement, if any incorporated in the work, then the main contractor shall pay the full amount so approved to the associate contractor.
- 17 :- The validity of rates shall be _____ months after finalization & acceptance of MOU by the competent authority.
- 18 :- In case main contractor delays the payment to associated contractor after the payment is released by department to the main contractor then on receipt of delay in payment from associate contractor the CPWD shall directly make the payment to associated contractor.
- 19 :- The main contractor shall at their cost provide necessary requisite arrangement for storage of material.
- 20 :- Sand & cement used in the electrical work shall be provide by main contractor.
- 21 :- Security Deposit as deducted by the CPWD will be reimbursed by main contractor to associate contractor. However associated electrical contractor will deposit 2 ½ % of Agreement amount of Rs. _____ in shape of FDR towards S/D to be retained by main contractor which will refunded to electrical contractor after completion of electrical work.
- 22 :- The Income tax, Commercial tax and labour cess tax deducted by the CPWD from the bills of electrical work shall be reimbursed by the main contractor in favour of the associated electrical contractor accordingly.

In witness whereof we have put our hand seal on date _____.

Enclose :- Schedule of rates.

Signature
(Associate Contractor)

Address : _____

Signature
(Major Contractor)

Address :

GENERAL TERMS AND CONDITIONS
APPLICABLE FOR ALL E&M COMPONENTS

Name of Work: Providing necessary power points and LAN points in 2nd floor of Central library for setting up E-library at AIIMS Bhopal .

1. GENERAL

The work shall be generally carried out in accordance with tender/bid specifications and the following specifications / rules.

- a) CPWD General Specifications for Electrical work Part I Internal – 2013, as amended upto date
- b) CPWD General Specifications for Electrical work Part II External - 1995, as amended upto date
- c) Commercial and Additional conditions for this work.
- d) The Indian Electricity Act, 2003, as amended upto date
- e) Indian Electricity Rules 1956 amended upto date

Order of Preference:

Should there be any difference or discrepancy between the description of items as given in the Schedule of Quantities, technical specifications for individual items of work (including additional and commercial conditions) and IS Codes etc., the following order of preference shall be followed:

- a) Schedule of quantities
- b) Commercial and Additional conditions for this work
- c) General Conditions of Contract for CPWD Works
- d) CPWD General Specifications
- e) Relevant IS or any other International code in case IS code is not available.

These Commercial and Additional conditions are to be read in conjunction with above and in case of variations, specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.

This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of equipment of all E&M components of the tender

The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.

No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

2. COMMERCIAL CONDITIONS

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

- 3.** Income tax, work contract tax, labour cess & other statutory deductions etc. shall be made at source as per the prevalent laws. The deductions of Security Deposit, Income-Tax, Works Contract Tax etc. shall be done after calculation of the due payments and net payment shall be reduced accordingly.

4. RATES

4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax, labour cess), duties levies, octroi etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, over head charges, general liabilities/obligations and excluding Service Tax. However, EPF and ESIC shall be initially paid by the contractor and shall be reimbursed to him by the department after verification of payment receipts etc.

4.2 The department will not issue Octroi exemption certificate.

4.3 The contractor has to carry out preventive maintenance and service as per manufacturer's standards for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.

4.4 In case the same item appears more than once in the schedule of work under the same sub head or among the different subhead of works, the lowest rate quoted for that item elsewhere shall be considered for other items also during evaluation of tender.

5. COMPLETENESS OF TENDER

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

6. STORAGE AND CUSTODY OF MATERIALS

The space, if available, may be used for storage of sundry materials and erection equipments or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

7. CARE OF THE BUILDING:

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work. 8

8. COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

9. GUARANTEE

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

9.2 The tender shall guarantee among other things, the following:

- a. Quality, strength and performance of the materials used as per manufacturers standards.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

10. POWER SUPPLY:

Shall be provided free of cost by the department.

11. WATER SUPPLY:

Shall be provided free of cost by the department.

12. PREFERRED MAKES OF VARIOUS EQUIPMENTS:

The preferred makes of various equipments/components/accessories have been indicated in "Preferred Makes" in **appendix-I** attached with the tender documents. The tenderer shall work out the cost of the offer on this basis. Any other makes are not acceptable.

13. DATA MANUAL AND DRAWINGS TO BE FURNISHED BY THE TENDERER:

13.1 After award of work

The successful tenderer would be required to submit the following drawings after award of work for approval before commencement of installation.

14. EXTENT OF WORK

14.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract .

14.2 The cables and other items shall be brought at site after taking correct measurements

14.3 In addition to supply, installation, testing and commissioning, of all E&M equipment, following works shall be deemed to be included within the scope of work to be executed by the tenderer of this job.

a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition finish and necessary grouting etc. as required.

b) All necessary supports may be arranged.

15. Exclusion and work to be done by other agencies:

The following shall be excluded from the scope of the work:

- a) Major dismantling of any existing building work.
- b) Electricity supply in sub-station building.

16. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

17.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- i) Factories Act.
- ii) Indian Electricity Rules.
- iii) B.I.S. & other standards as applicable.
- iv) Workmen's compensation Act.
- v) Statutory norms prescribed by local bodies like ,MPPCB,CEA, Power Supply Co., etc.

17.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

18. INDEMNITY:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

19. ERECTION TOOLS:

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

20. COOPERATION WITH OTHER AGENCIES:

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

21. The work will be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

22. INSURANCE AND STORAGE:

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

23. VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION:

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

24. PAINTING:

This shall include cost of painting of the entire installation. The major equipments like HT panel, transformers, L T panel, bus duct, cable trays etc. shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. of bus trunking & cable tray etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site.

25. Approval of drawings, makes and models of equipment/materials for all E&M components :

25.1 The agency shall submit drawings and details such as makes and models of the equipments/materials offered by him along with specifications for all E&M components to the

Engineer-in-charge of the work, before ordering the equipment/materials for approval of the department.

25.2 The Engineer-in-charge shall scrutinize the proposal and approve the makes and models which are acceptable as per the schedule, specifications, conditions of the agreement and inform the agency for procurement.

25.3 After approval of the equipment/materials by the department, the agency shall procure the equipment/materials from the OEM/authorized distributor/dealer as the case may be:

26. Adequate care that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall also ensure that:

- i. Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
- ii. As and when the order is placed for the fittings/ fixtures, cables, switchgears, poles, other main items etc, its copy shall be endorsed to the CPWD Engineer-in-charge.
- iii. Inspection at factory or at godown, if required, shall be arranged by the firm for a mutually agreed date.
- iv. Delivery of material shall be taken up only with the consent of department, after clearance of the material.
- v. Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.
- vi. All the materials to be supplied by the contractor shall be procured & brought to site as per requirement at site of work in consultation with department so that these materials are not damaged & their manufacturer's warrantee is not lost.

27. Safety Codes & Statutory Regulations:

a. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

b. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.1000/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

APPENDIX-I**LIST OF APPROVED MATERIALS**
(FOR ELECTRICAL)

Sr. No.	Materials	Approved Makes
1	Patch Panel, Patch Cord, I/O's Box, CAT 6 & Other Networking CABLE	Legrand/ Systimax/ Panduit/ AMP/ Mollec/ Finolex
2	Networking Racks	President/ Legrand/ Rittal
3	PVC trunking & Accessories/ Raceway	Legrand/ MK/ Panduit
4	FRLS Insulated Copper wire, telephone wire, TV Wire ISI Marked	RRKABREL/ Havells/ Finolex/Polycab
5	MCB (10KA Breaking capacity), MCCB and DB	Legrand/ Schneider/ hager/Seimens
6	Modular 6/16 Amp/ switch, Socket, Blanking Plate, Metal Switch box (the gauge of switch box shall not less than 18 SWG & of the same make that of switch) Front plates, Telephone, TV outlets sockets, Fan Regulator & other Modular accessories	Legrand (Areteor)/ Schneider (Zencelo)/ M.K.(Element)

- For all other material the contractor shall obtain prior approval from the Engineer – in – charge before placing order for any specific material/ brand/ make.