

Notice No: IIP/ADMN/2017-18

13<sup>th</sup> October, 2017

**Tender Notice No. 13/2017 Dated 13<sup>th</sup> October, 2017**

**Notice Inviting Tender for HT & ALLIED WORK**

Indian Institute of Packaging (IIP) an autonomous body under Ministry of Commerce & Industry, Government of India, invites online Bids (Technical bid and Commercial bid) through eProcurement from eligible and experienced electrical contractors for supply, installation & commissioning of HT transformer work.

The details of the tender can also be down loaded from our web-site [www.iip-in.com](http://www.iip-in.com).

**Important information**

1	Location of Work	Indian Institute of Packaging, E-2; Road No. 8; Near Marol Depot MIDC; Andheri east; Mumbai - 400093
2	Tender Document Fees	Nil
3	Earnest Money Deposit (EMD)	Rs 1,00,000/- in the form of DD Favoring "Indian Institute of Packaging" payable at Mumbai
4	Date of Publishing Tender Online	14-10-2017
5	Last Date of Submission of Bid (Online)	01-11-2017 till 05:00 pm IST
6	Date of opening of technical bid	03-11-2017
7	Validity of Bids	180 days
8	Date of commencement of work	Immediately after issue of work order
9	Time of completion of work	Ninety days from the date of letter of intent.
10	Defects liability period (DLP)	12 Months
11	Period of final Measurement	15 Days after handover of completed site
12	Period of honoring bills	15 days after receiving certificate from Architect
13	GST	Shall be paid by Institute / extra at actual.
14	Security deposit (Applicable to successful bidder)	2% of work order value to be paid within 15 days from date of work order (including EMD)
15	Minimum amount of running account bill	Rs 20,00,000/- (Rs. Twenty lakh)
16	Estimated cost of the project (Without GST)	<b>Rs. 9865382/- (Rupees Ninety eight lakh sixty five thousand three hundred eighty two only)</b>

The detailed technical specification of HT and allied work document has also been uploaded on CPPP portal. The screening committee will shortlist the vendor /s based on the documents submitted by them. The committee reserves all the rights of selection/rejection.

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**Deputy Director (Admin & Accounts)**

## **INSTRUCTIONS TO THE TENDERERS / BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE <https://eprocure.gov.in/eprocure/app>**

This tender document has been published on the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>). The tenderers/bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the tenderers/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: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

Tenderers/bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Click here to Enrol”** on the CPP Portal. Enrolment is free of Charge.

As part of the enrolment process, the tenderers/bidders will be required to choose a unique username and assign a password for their accounts. Tenderers/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. Upon enrolment, the tenderers/bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Only one valid DSC should be registered by a tenderers/bidders. Please note that the tenderers/bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. 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**

(a) There are various search options built in the CPP Portal, to facilitate tenderers/bidders to search active tenders by several parameters. These parameters could include organization name, location, date, value, etc. There is also an option of **‘Advanced Search’** for tenders, wherein the tenderers/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.

(b) Once the tenderers/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 tenderers/bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) 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**

(a) Tenderer/bidder should take into account any corrigendum published on the tender document before submitting their bids. 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 contents of each of the documents that need to be submitted.

**(b)** 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 formats as mentioned. **Bid documents may be scanned with 100 dpi with black and white option.**

(c) To avoid the time and efforts 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 tenderers/bidders. Tenderers/bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting the bid just by tagging and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1) Tenderer/bidder should log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time as per the system. Bidder will be responsible for any delay due to other issues.

2) Tenderer/bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Tenderer/bidder has to select the payment option as “offline” to pay the Tender Fee & EMD and enter details of DD/any other accepted instrument.

4) Tenderer/bidder should prepare the TENDER FEE & EMD instrument as per the instructions specified in the tender document. Scanned copy of DD/any other acceptable instrument as mentioned towards EMD & Tender Fee should be uploaded while online submission of the tender and the original should be posted/couriered/given in person to the Tender Processing Section latest by the **last date and time 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 Tender will be summarily rejected.

5) The Indian Institute of Packaging (The Institute) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers/bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

6) Tenderers/bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard **Rate Quote Sheet (BoQ Template)** in .xls format with the tender document, which is to be downloaded and to be filled by all the tenderers/bidders. Tenderers/bidders are required to download the **Rate Quote Sheet (BoQ Template)** file, open it and complete the green coloured (unprotected) cells with their respective financial

quotes and other details (such as name of the Tenderer/bidder). No other cells should be changed. Once the details have been completed, the tenderer/bidder should save it and submit it online, without changing the filename. If the **Rate Quote Sheet (BoQ Template)** file is found to be modified by the tenderer/bidder, the bid will be rejected. In e-Tendering, intending tenderer/bidder can quote their rate in figures only.

The total amount is generated automatically. Therefore, the rate quoted by the tenderer/bidder in figures shall be taken as correct. The Comparative Statement is also generated automatically by the system. The Comparative Statement and rate quoted by each tenderer/bidder shall be downloaded. **The manual calculation check of tenders/bids and Comparative Statement, shall be final. In case, any discrepancy is noticed, the decision of appropriate IIP authority shall be final and binding.**

7) The server time (which is displayed on the tender's/bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the tenderers/bidders, opening of bids etc. The tenderers/bidders should follow this time during bid submission. The tenderers/bidders are requested to submit the tenders/bids through online e-tendering system to the **Indian Institute of Packaging (The Institute)** well before the bid submission end date & time (as per Server System Clock).

8) All the documents being submitted by the tenderers/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.

9) The uploaded tender documents become readable only after the tender opening by the authorized tender/bid openers.

10) Upon the successful and timely submission of tenders/bids, the portal will give a successful tender/bid submission message & a tender/bid summary will be displayed with the NIT/tender/bid no. or Name of Work and the date & time of submission of the tender/bid with all other relevant details.

11) The tender/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 tender/bid opening meetings.

#### **ASSISTANCE TO TENDERERS/BIDDERS**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Dy. Director, Indian Institute of Packaging, E-2, MIDC, Andheri (E), Mumbai – 400093. Website: [www.iip-in.com](http://www.iip-in.com)** Tel:1-22-2821 9803 / 6751 / 9469, 28391506, 28329623, 28254631.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed call to the 24x7 CPP Portal Helpdesk Ph. **1800-3070-2232.**

## ELIGIBILITY CRITERIA

The agency must fulfill the criteria mentioned below and submit the documents in support of the following:

### 1. Financial :-

- 1.1 Average Financial Turnover during the last 03 (three) years should be at least 30% of the value of the estimated project cost in Lakh.
- 1.2 Current Bankers Solvency Certified to the tune of minimum 50% of the estimated cost, for adequate financial soundness indicating Fund and Non-fund base limit from Nationalized/Scheduled bank, not older than 6 months.

### 2. Technical (For Electrical – medium and High voltage) :-

- 2.1 Registration/Empanelment with No., with any Govt. Departments / agencies, if any.
- 2.2 The Agency should have experience of having successfully executed similar works with Central/State Govt. Departments, PSUs. Autonomous Bodies, Reputed Private sector (BSE/NSE listed), during the last 07 years since January 2010 ending last day of month previous to one in which EOIS are invited either of the following:-

2.2.1 **1(One)** similar completed work (for Central Government / State Government/ Public Sector Undertaking/ Railways/ MES/ Autonomous Body / MNCs / registered builders) of aggregate cost not less than 80% of the estimated cost.

**OR**

2.2.2 **2(Two)** similar completed works (at least one of them should be for Central Government/ State Government/ Public Sector Undertaking/ Railways/ MES/ Autonomous Body/ MNCs/ registered builders) each costing not less than 60% of the estimated cost.

2.2.3 **3 (Three)** similar completed works (at least one of them should be for Central Government / State Government/ Public Sector Undertaking / Railways / MES/ Autonomous Body/ MNCs/ registered builders) each costing not less than 60% of the estimated cost.

**AND**

Agencies having valid GSTIN Registration certificate/TIN & Income Tax PAN

- 2.3 **Similar works mean:** External and or Internal Electrification, HT/LT panels, HT/LT Cables/ Cabling, Transformer etc. and allied works in Central Government/ State Government/ Public Sector Undertaking/ Railways/ MES/ Autonomous Body/ MNCs/ Registered builders.

**2.4 Agencies must also fulfill the following qualification criteria along with the given at Sl.No. 2.2 during last five years since April 2012**

- (a) Mentioned numbers of completed works not to exceed more than 05. Agency may indicate their only five major works in last five years, in case the required no. of similar works or more.
- (b) Any unnecessary documents other than the specified will attract cancellation of its candidature.
- (c) Agency must have filled up the form given in Annexure – “B” along with supporting documents.

**2.5 Similar works undertaken at present (ongoing works)**

- (a) Mention only top five major ongoing works.
- (b) Agency must have filled up the form given in **Annexure-“C”** along with supporting documents.

**2.6 Documents to be submitted against completed work experience**

- (a) Copies of Award Letter / Contract / Work Orders / Purchase Order.
- (b) Completion Certificate along with performance certificate, photographs (if available) and payment certified true copy or any other document evidencing value of completed value of work to be submitted, giving name of work, value of works, completion period etc. **The Institute of Packaging, Mumbai reserves the right to verify the submitted documents with original at any stage.**
- (c) If the submitted experience certificates of satisfactory completion are issued by the private client, then in support of the authentication of the submitted experience certificates, notarized TDS Certificates / or a Chartered Accountants (duly indicating the Membership No., Date and Place of signing) Certificate stating the cost of the project issued by the concerned authorities for the subject work shall also be submitted along with the documents.

**3. General:**

- 3.1 Legal status of the firm indicating registration details, partnership deed, power of attorney in case of partnership firm, affidavit in case of proprietorship firm, memorandum and article of association in case of company.
- 3.2 Certified I.T. return for the last 03 (Three) years and copy of PAN card.
- 3.3 Audited Balance Sheet and P/L Statement for last 03(three) years.
- 3.4 GSTIN registration copy.
- 3.5 Document for possession of equipments. All such equipments shall be in good working condition.
- 3.6 List of Technical Personnel along with their Qualification & Experience.

- 3.7 No Real Estate / Housing experience shall be considered.
- 3.8 No Joint Venture/Consortium of any form shall be considered for experience as well as for participation in the EOI.
- 3.9 In support of above, documents/details shall be submitted along with the tender **as per Cover details & Declaration at Annexure – “A”**.
- 3.10 Canvassing in any form whether directly or indirectly, in connection with the submission of tender is strictly prohibited and the tenders submitted by the agencies who resort to canvassing will be liable for rejection.
- 3.11 If the Applicants/Tenderers/Bidders gives wrong information or creates circumstances for the acceptance of his tender, the IIP, Mumbai reserves the right to reject such tender at any stage.
- 3.12 Applicants/Tenderers/Bidders are advised to follow the instructions provided for submission of Mandatory documents for Evaluation of the NIT for the e-submission of the tender online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> before proceeding with the tender. Agencies are advised to submit the requisite details / credentials, in the appropriate given cover only. However, submission of applications through using defaults samples given by NIC in My Document List/ Other Important Documents, its sub-folders, will not be taken into cognizance and shall be ignored during evaluation.
- 3.13 Agency should submit/ upload the entire tender document duly signed along with all corrigendum / addendums, if any, published later on, as it is downloaded from the Portal, as a token of acceptance, as per cover details given.
- 3.14 The tender shall be valid for a period of 180 days from the date of opening of the tender or any extension thereto.
- 3.15 All documents in which the tender is submitted by an Applicant shall become the property of the Employer and the Employer shall have no obligation to return the same to the Applicant, no claim on this score shall be entertained.
- 3.16 **NO CONDITIONAL / INCOMPLETE** tenders will be accepted under any circumstances.
- 3.17 **Indian Institute of Packaging reserves the right to:**
- (a) Accept or reject any or all the applications received, at its own discretion, without assigning any reasons whatsoever. Tenders, in which additional conditions put forth by the agencies, shall be summarily rejected.
  - (b) Evaluate the credentials as per laid down norms, procedures, guidelines by a designated committee with approval of Competent Authority against which no interim queries / correspondence will be entertained.
  - (c) Ask for further clarifications / verification etc. anytime, as and when required during the process.

4. Summarized List of Documents / Cover Details for OQ / e-Tenders are indicated below:

<b>Sr. No</b>	<b>Description</b>	<b>Documents for online submission</b>
<b>1</b>	<b>Technical Criteria</b>	
	General Information	Scanned copy of Annexure-“B” giving general information of the agency with supporting documents.
	Plant & Machinery	Scanned copy of Annexure-“C” giving
	Similar completed works	Scanned copies of completion certificates of similar works for completed works (in case of final bill, copy of summarized copy of bill may be given) during last 05 years with a covering page of Annexure-“D”
	Similar ongoing works	Scanned copies of Certificates/ work order for similar ongoing works with a covering page of Annexure-“E”
<b>2</b>	<b>Statutory Documents</b>	
	Statutory documents & Affidavit etc	As indicated in the Bid document company details, PAN, ITR, GSTIN, EPF, Statement for Manpower, Equipment Details (Affidavit/invoice)
	Bid Document & corrigendum's if any, etc.	Digitally signed and uploaded as it is downloaded from the portal, as a token of acceptance.

## **5. Opening & Evaluation of Tenders:**

- 5.1 Tenders will be opened online. Declaration & Affidavit must be submitted by the due date. Evaluation will be done on the basis of uploaded documents only which will be compared from the Hard copy / Original copies of Technical bid submitted by the due date.
- 5.2 If any discrepancy is noticed between the Eligibility documents as uploaded at the time of submission of tenders and hard copies as submitted physically in the office of EIA by due date and time, the evaluation will be done on the basis of uploaded documents in CPP portal only.
- 5.3 Clarifications, if any required will be sought on the submitted documents in the portal and may be obtained by email or through portal regarding eligibility of applicants.
- 5.4 Every bid shall be evaluated based on documents of respective tender and no reference shall be drawn from other document(s) uploaded in the Portal earlier.
- 5.5 Applicants will submit the requisite details / credentials in the appropriate given format.



## **OTHER GENERAL TERMS AND CONDITIONS OF THE TENDER:**

The conditions pertaining to HT and allied work (Tender document containing Technical terms and BOQ purchased by contractors from IIP, Mumbai) for IPC & B. Tech. Building at Indian Institute of Packaging Mumbai

### **1. CONTRACTOR TO VISIT THE SITE:**

The contractor shall visit the site, so as to ascertain the labour rates, availability, quality and prices of materials according to the specifications, before submitting the quotations. The owner will not entertain any excuse regarding non availability of materials or extra change in prices and will not make any additional payment on that account. The contractor should familiarize himself with soil conditions and excavation therein. He will not be paid any extra due to any reason.

### **2. SPECIFICATIONS AND CONDITIONS OF CONTRACT:**

The work shall be carried out as per drawings supplied by the owners/PMCs and according to the standard specifications set out therein. The work shall be carried out as per I.S Standards & good engineering practices. And as per the instruction of Architect / Architect's representative time to time

### **3. NO CLAIM TO BE ENTERTAINED FOR VARIATION FROM THE SCHEDULE OF QUANTITIES:**

The owner will at his own discretion, omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and the contractor shall not be entitled to claim compensation for any such omissions, alterations, increase or decrease in quantity to any extent, additions and cancellations of any item.

### **4. PAYMENT ACCORDING TO ACTUAL MEASUREMENTS:**

The quantities mentioned in the schedule are approximate. Payment will be made as per actual final measurements that will be jointly recorded by all the three parties. Any variation in the quantities shall not violate the contract.

### **5. RATES TO INCLUDE COST OF MATERIALS, TRANSPORT, LABOUR, TOOLS, TAXES ETC.:**

The rates quoted in the schedule of quantities shall be inclusive of the cost of all the materials (unless/otherwise specified) labour, tools, plans, cost of testing, maintenance work, cost of safe-custody of materials and other accessories required to complete the job in workman like manner. The rates will also include all freight, taxes such as octroi, entry-tax, excise, LBT, etc. Other charges for transport of materials, planks, machinery's and also charges for sanitation and pay other expenses that may incur, are to be borne by the contractor for the purpose of executing the contract in accordance with the rules and regulations of local bodies. i.e. state Govt. or Govt. of India. In case of any materials supplied by the owner, the amount actually paid by the owner will be deducted from the running bill.

### **6. FLUCTUATIONS IN PRICES NOT TO BE TAKEN INTO ACCOUNT:**

The owner shall not pay the contractor any extra cost arising out of fluctuations in the prices of any materials or equipment's or on account of increase in wages of labour.

### **7. ADDITIONAL WORKS AT SAME BASIC RATES:**

The contractor agrees to carry out any additional quantity of work over and above the quantities specified in the schedule of quantities at the same basic rates as in the schedule of quantities.

### **8. ACCESS TO WORKS:**

The owner or his representatives and the Architect / PMC or their representatives or their associate consultants, shall have free access to the works or other places where the materials are lying and contractor shall give every facility to the owner or his representative for inspection/examination and test of the materials and workmanship.

#### 9. DISMISSAL OF WORKMEN:

The contractor shall on request of the owner immediately dismiss from the work any person/employed thereon by him who may, in the opinion of the owner be incompetent, misconduct's himself and the said person shall not be again employed on the work. The contractor shall do so at his risk and cost. Owner or Architect / PMC shall not be responsible for any liabilities for the same what so ever.

#### 10. ANALYSIS OF RATES TO BE GIVEN FOR PERMITTED EXTRA WORK:

The contractor can charge for any extra items that may be specifically be permitted or Authorised by the owner and/or on the basis of the rates specified by him in the schedule and supported by an appropriate analysis of rates. The contractor further agrees that he shall not carry out the extra work until he has received the letter of intent from the owner and the architect has approved of the rates. The decision of the PMCs' as to which item constitutes an extra item and the rate to be charged therefore shall be final and conclusive. When an instruction or decision given at site involve an extra or whereby the Contractor may plan to claim an extra, it shall be the responsibility of the Contractor to inform the Architect//Consulting engineer of the extra amount and get written Authorization from the Architect/PMC before proceeding with the work involved. Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written Authorisation obtained by the Contractor from the Architect / PMC before proceeding with the work involved. If the Contractor in writing gives no such information to the Architect / PMC such modification shall not be accepted as the basis for extra charge.

#### 11. MEASUREMENTS:

The contractor shall depute his Authorized representative, for taking measurements. All measurements shall be taken and recorded by the contractor jointly with the representative of the Owner/Architects/PMC [as per IS :1200] failing which the measurements recorded by the representative of the Owner/PMC shall be deemed to be final and conclusive.

#### 12. INTERIM AND FINAL BILLS:

The contractor must submit hard copies of the interim and final bills along with the measurements supporting the quantities in the bill. These bills shall prepared with computer typing in MS Excel format. The contractor shall also submit soft copy (Computer typing) of measurement sheet, abstract sheet. The minimum value of the work or frequency of preparation of interim bill should be as mentioned in the appendix. The Item numbers, Units, and sequence of the Bills must tally with the Tender / Agreement.

#### 13. PAYMENT:

As per the terms and conditions of contract Architect shall certify interim bills submitted by the contractor for payment after taking the joint measurements. Crossed Account Payee Cheques shall make the payment due to the contractor only in Indian Currency. In no case, will the Owner be responsible if the cheque is misled or misappropriate by the contractor or his representative.

The cheque shall be released only against submission of duly signed and revenue stamped receipt. Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit. On completion of the works, final joint measurement shall be taken and the bill prepared, shall

be duly verified and certified by the PMC / Architect. Duly checked and verified bills will be paid within 15-days by the owner by cheque(s) drawn in favor of the contractor. Taxes as applicable shall be deducted at sources and the company shall provide requisite certificates. No advance of the Contract value shall be paid to the Contractor for mobilization.

#### 14. SECURITY DEPOSIT:

Security Deposit for performance guarantee @ 2 % of contract value (before tax) shall be submitted within 15 days from date of work order. Which shall be return after completion of work. In addition to this 5% from each bill will be deducted as retention amount and 2.5% of this amount will be returned to contractor after virtual completion of project and remaining 2.5% will be returned after defects liability period on submission of certificate from PMC / Architect.

#### 15. DATES OF COMMENCEMENT AND COMPLETION:

The contractor shall commence the work within 3 days from the date of receipt of the letter of intent of the owner and shall complete the same within the period specified in the time schedule. The time schedule is very important for the whole work and also for individual items of work. A Bar/PERT chart is to be prepared by the contractor, regarding the progress of the whole work considering all major individual items to be carried out, for planning of finance, time schedule and overall co-ordination between all the agencies of work, and also between the owners and PMC.

The Contractor shall prepare progress charts and submit the same for approval of the PMC/Consulting Engineer/Owner and for his record within Seven days of the Award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items of the work and shall be in a form approved by the PMC.

#### 16. VIRTUAL COMPLETION.

Virtual completion shall mean that the works as stipulated in the schedule of the quantities are completed in all respects including all the necessary tests as specified for the purpose of handing over the possession to the owner, subject to such approval and certification as may be required of the relevant authorities.

#### 17. DEFECTS LIABILITY PERIOD.

The defects liability period shall commence from the date of virtual completion certificate and shall be of duration as stated in the appendix. Any defects during this period shall be rectified by the contractor at his own cost to the satisfaction of the owner, and the PMC. The PMCs / Owner will give notice to the contractor for any defects during the period and the contractor is liable to repair / remove the defects or re-execute such defects within seven days from the date of notice from the /Owner and complete the work in time as agreed upon. In case the Contractor fails to do so, the owner has a right to get these defects repair/remove and re-execute by themselves and the cost of which will be deducted from the contractor's running bills/final bill/retention money or any other amount due to the Contractor.

#### 18. WORKMEN'S COMPENSATION , SAFETY ETC.

It is clearly understood that it will be the responsibility of the contractor to comply with the provisions of the payment of wages Acts, workmen's compensation Act, SET Act, P.F. Act, etc. and/or any other Act relating to the labour employed by him for purpose of this contract. It is also clearly understood that the contractor shall obtain an insurance policy for third party insurance covering any damages or loss to the third party and such insurance policy shall be obtained by him in the joint names of the owner and the contractor and will be operative until the work is completed and shall be lodged with the owner. The contractor shall be responsible for any violation of the above said rule and the labour law. The Contractor should provide adequate protective gear for the workmen/ labours & ensure proper safety norms required for the project. The Contractor shall be responsible for any loss of

life, injury to persons due to negligence or any other cause whatever in any way connected with the carrying out of this contract excepting natural causes.

#### 19. INSURANCE OF WORK DONE AT SITE.

The contractor shall obtain an insurance policy for the materials, tools and tackles and the work done at site which is inclusive of all types of hazards like fire, breakage's, construction faults etc. and natural calamities like earthquakes, floods, storms, lightning etc.; including third party insurance covering any damages or lost to the third party.

#### 20. WATCH AND WARD.

The contractor agrees to provide at his own cost at site, watch and ward staff for security of his own property comprising of plant and machinery and materials kept by him at the site or supplied by the owner. It is clearly understood that the loss or damages incurred are to be borne by the contractor for any reason, whatsoever relating to his property lying at site.

#### 21. FACILITIES TO OTHER CONTRACTORS.

The contractor must give all facilities and co-operation to all other contractors, who will be at site in connection with their own portion of work, so that no obstruction or delay occurs in the completion of the total job and a harmony and co-ordination is maintained throughout the work schedule.

#### 22. CONTRACTOR'S RESPONSIBILITY FOR SUB CONTRACTS.

All the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or under-let the contract or any part thereof or interest therein without the written consent of the owner and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works, during their progress.

#### 23. RECORD OF MATERIALS RECEIVED FROM OWNER AND THEIR SAFE-CUSTODY.

The contractor will acknowledge all the materials, equipment, etc. received by him from the owner. The contractor shall be responsible for it's safe custody. The owner will supply only such materials and equipment as specified in the various schedules. All other materials which may be or may not be stated in the aforesaid schedule shall be deemed to be supplied by the contractor himself.

#### 24. MATERIALS BELONGING TO THIRD PARTY.

The contractor undertakes not to lien or take charge of any third party's machinery, implements, tools, materials, etc. that will be brought by him from time to time on the site of work. In the event the contractor brings any machinery, tools, equipment's, materials belonging to third party he can do so only on permission of the owner in writing.

#### 25. DAMAGES TO MATERIALS TO BE MENDED BEFORE INSTALLATION.

The contractor agrees to carry out without any additional charges and adjustment, mending of deformation or minor damages of the materials received from the owner during the installation.

#### 26. INSPECTION BY OWNERS/ AND CONTRACTOR.

A representative of the owners/architects will inspect the work from time to time but such inspection shall not in any manner exonerate the contractor to rectify any defects, which may be found to exist at any stage of the work, after the same is completed.

The contractor shall and be represented on the site at all times by a responsible and efficient Engineer who is thoroughly conversant with the job. The architect reserves the

right to dismiss the Engineer or any of his assistants who in his opinion is not sufficiently skilled, or who neglects/disobey the instructions given at site by the owners/architects. or because of his or their misconduct.

#### 27. ENGINEERS-IN-CHARGE & INSTRUCTION BOOK AT SITE.

The Contractor shall constantly keep on his work during its progress one or more qualified and competent Engineers-in-Charge who will be responsible for the carrying out of the works to the true meaning of the Drawings, Specifications and Schedule of the Quantities, 's instructions and directions to the satisfaction of the Architect/Consulting.

The contractor shall provide an instruction book with numbered triplicate pages on site and shall carry all the instructions properly, which may be given either by the owners and/or architect/Consulting engineer or his representative.

#### 28. MATERIALS AND WORKMANSHIP TO BE CONFIRMED TO SPECIFICATION.

All materials and workmanship shall be of the respective kind described in the schedule of quantities and/or specifications and in accordance with the owner's instructions. The contractor shall upon the request of the owner furnish him with all invoices, accounts, receipts and other vouchers to prove that this materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials as per the IS, which the owner may request like cube test, slump cone test, etc. The contractor shall also produce the samples of all the materials for approval of the Architect/Consulting Engineer or his representative before obtaining them at site. The contractor is supposed to maintain the highest level of quality standards as per IS codes at site. Also they have to observe the specifications defined in the agreement and/or drawings and/or verbal instructions given by the Architect/PMC. The contractor will be solely responsible for all defects in civil works; quality standards and workmanship.

#### 29. REMOVAL AND RE-EXECUTION OF DISAPPROVED WORKS BY THE OWNER / THE .

The contractor shall be responsible for proper workmanship. If any work executed is not approved by the owner / the PMC due to the bad workmanship or use of improper materials, the work shall be removed/ re- executed using proper materials according to specifications, at no extra cost. or an equitable deduction from the Contract price shall be made therefore and no time limit will be extended to the overall time schedule.

#### 30. CLEARING THE SITE OF THE WORK.

The contractor shall clear the site of work as per the instruction of the owner. The site of works shall be cleared of all men, materials, shades etc. belonging to the contractor. The site shall be delivered in a clean and neat condition as required by the owner within a period of one week after the job of the contractor is complete. The owner will have the right to get the site cleared at the risk and cost of the contractor if the contractor fails to do the same. All unwanted & surplus material /debris must be removed by the contractors from site and dumped outside of the Industrial Estate.

#### 31. SUPPLY OF POWER AND WATER BY OWNER.

The owner will make available to the contractor only one connection for supply of water and one point for supply of electric power. The contractor will at his own cost and responsibility arrange for further pipelines, tank and/or cables from the aforesaid points of supply and for the purpose obtain such consents of the concerning authorities as and when required. Water and power will be supplied free of cost. All power connections which are extended shall confirm to the relevant electricity rules. The contractor is not supposed to use the electric power to run his heavy machinery like mixer machine, lifts, or any other machinery

which falls in this category.

**32. MAKE/BRAND OF THE BASIC MATERIALS WILL BE AS SPECIFIED IN TECHNICAL TERMS AND BOQ**

**35. TEMPORARY STRUCTURES AT SITE.**

Contractor will make the necessary site office, cement godown, etc. at his own cost and at locations which will be decided by the owner. On completion of work all temporary constructions shall be removed and the ground will be cleared completely.

**36. CERTIFICATE AND PAYMENT :**

The payments to be made to the contractor for various items of work shall be as per the finalised rates in tender document and the rates of extra items finalised from time to time. The rates finalised in the tender document shall remain firm till the completion of the work including extension of time, if any.

**37. ARBITRATION.**

Any disputes relating to or concerning this contract or to the rights and duties of the parties here to will be referred to arbitration and the provisions of the Indian Arbitration Act will be applicable to such Arbitration.

**38. JURISDICTION.**

All disputes arising out of or in any manner relating this contract, will be subjected Mumbai jurisdiction.

**39. INDIAN STANDARDS AND CODES TO BE FOLLOWED AT SITE.**

In executing the civil and structural works the contractor shall follow the Indian standards and relevant codes of practice as stipulated by the bureau of Indian standards.

40. This point is removed

**41. ADDITION AND SUBTRACTION OF ITEMS.**

The rights are reserved with the PMCs and the owners to delete any section / sub section / any items or all the items from the tender. The architects/engineers or company may decide or carry out such items by departmental work as per the circumstances. In such cases, the contractor will not be given any reason thereof. The owner's, at their discretion may, permit the execution of all the items or delete any of them without giving any notices or reason to the contractor. Contractor will have no right to claim any compensation for any such canceled / deleted items if they are cancelled before its execution.

**42. SPECIFIC MAKES AND SPECIFICATIONS OF ITEMS.**

The contractor has to carry out the job with all the standard specifications mentioned in the tender and as per the instructions of the PMC / Architect / consultants. The Contractor has to supply and adhere to the specific makes and specifications of all the items which are mentioned in Tender. or as per IS code.

**43. MACHINERY/ TOOLS AND TACKLES.**

The arrangement of ALL KIND OF TOOLS, MACHINES, TESTING EQUIPMENTS, SCAFFOLDINGS TO WORK AT ANY HEIGHT etc. shall be done by the contractor without any extra cost.

**44. WORKING WITHIN IIP-MUMBAI CAMPUS:**

To ensure quality of the material used, the contractor has to carry out all the work including all

the wood work (if any), fabrication work on site or in any other premise within the campus of IIP-Mumbai unless permitted by Architect / client for any specific item(s).

#### 45. PMC'S / ARCHITECT'S STATUS AND DECISIONS

The PMC/Architect shall be the Owner's representative during the work period. The Architect or his representative shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work and he shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Document. During such visits and on the basis of his observations while at the site he shall keep the Owner informed of the progress of the work, shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor and he shall condemn work which fails to conform to the Contract Document He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Document or otherwise in writing which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.

The PMC / Architect shall be in the first instance the interpreter of the Conditions of this Contract and the judge of its performance. He shall side neither with the Owner nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both.

#### 46. ANTIQUITIES

All fossils antiquities and other objects of Interest or value which may be found on the site or In excavating the same during the progress of the work shall become the property of the Owner. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of Architect/PMC or of the Clerk-of-Works unclean and as excavated.

#### 47. TERMINATION OF CONTRACT:

If PMC/ Architect or Owner finds that contractor doesn't follow instructions given by architect or their representatives or if the project gets delayed despite multiple reminders and communications or if contractor fails to rectify any defects despite repeated communications for such instructions, the PMC / Architect may advice client / owner to terminate the contract. The contractor shall have no right deny such termination order and shall immediately stop all the work as per the instruction of architect and client and shall put his final bill. During such termination, all the incomplete items shall be paid on pro-rata basis as decided by architect and architect's decision shall be final for such matters. In such situation after releasing termination order the contractor shall vacant the premise within seven days. Such termination shall be at all the risk and cost of the contractor. Client or Architect shall not be liable for any losses incurred to contractor for such termination and contractor shall have no right to claim any losses from client or architect. In such situation, Client will be free to get the remaining work done by any other contractor at risk and cost of previous contractor.

#### 48. GREEN BUILDING NORMS:

THIS PROJECT IS REGISTERED UNDER IGBC GREEN BUILDING and thus all the materials used for any work shall be as per IGBC green building norms. Contractor must follow all the instructions from architect / his representative for compliance of green building norms at no extra cost. Dust free environment should be maintained during work in progress.

#### 49. SPLITTING OF THE TENDER:

While awarding the work, client may decide to split work order whole tender section wise between two contractors. Such splitting of tender shall be decided by client and architect mutually and contractor shall have to accept such splitting of work order. In case of such

splitting of work order, both the contractors will have to coordinate and cooperate each other to avoid delay in any interdependent works. In such delay, penalty clause will be applicable to the contractor who have caused delay to other contractor for interdependent work.

50. PENALTY:

For any delay beyond the given / extended completion period, penalty will be levied to contractor at the rate of Rs. 5,000/- per day. However total penalty shall not exceed one percent of the total basic value of work order.

51. All dimensions shown in drawings are in mm unless otherwise stated.

52. There will be no escalation in any rates. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, mock-up for each item, tools and tackles, plant and equipment, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Client/Consultants. Only GST shall not be included in any rates. GST should be mentioned at the end of summary page in specified column. Tender with any or all rates quoted inclusive of GST or both or if escalation is mentioned, such tender will be disqualified and the contractor shall not be called for interview. No correction in this regard shall be permitted or accepted.

53. The rates quoted shall be valid for working at all heights, depths and on all floor levels. No extra payment shall be made for scaffolding, staging, ladders etc., for transportation of men and material at higher or lower levels.

54. The item rate specification are indicative. The contractor will have to carry out the work in accordance with the drawings, technical specifications and/or other conditions laid down in tender document and to the full satisfaction of Client/Consultants.

55. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.

56. No claims shall be entertained in case of increase or decrease in quantities. Client / Consultants reserve the right to increase/decrease quantities of any item and also to add / delete any item in totality.

57. This point is removed

58. Rates for painting and polishing shall include protection and cleaning of glass panels, fans, floor etc.

59. After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floors, walls, etc. are spotless clean.

60. Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of material, removing debris etc. from the site.

61. Unless otherwise noted, the method of measurement will be as per I.S. 1200 (for method of measurements, technical specification may be referred).

62. Client / Consultants reserve the right of operating any or all '**Quote Rate Only**' items.

63. Wherever contractor proposes to use 'equivalent' makes (i.e. other than specified) he shall obtain Client's/ Architect's prior approval. However architect reserves right to disallow equivalent



makes of any or all material and insist to use specified make only. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.

64. The contractor should take approval for make & manufacturer from the consultants / Client before using any material which does not appear in the list of approved manufacturers

65. This point is Removed

66. Contractor must submit copy of all the invoices and certificates pertaining to green building material as and when demanded by consultant.

67. Advance against material will be given at the rate of 80% of the material value inclusive of taxes on submitting RA bill for the same with copy of invoice

68. Bills for supply items like AC, Projector, DG Set, etc can be given separately

69. Percentage and value for GST should be mentioned on summary page, else the offer will be disqualified. All the items in BOQ shall be quoted (even with zero quantity or RO items), else the offer will be disqualified.

70. If contractor fails to complete the work in given or extended time limit, he must apply in writing to the client for extension of time with valid reason. a client finds the reason given is acceptable then the time will be extended or else no extension will be given and client will get the balance work executed by other contractor at complete risk and cost of the first contractor. This is also applicable in case of contractor leaves the contract with incomplete work.

71. Contractor must have valid GST registration for the corresponding state where the work is to be done.

72. Vendor / Contractor must have valid licence to execute HT electrical work

73. All the statutory approvals, approvals from reliance energy/ Tata power pertaining to the said work and additional power shall be obtained by the contractor without any additional cost or charges. Official charges to be paid to such authorities shall be paid by client by demand draft in favour of respective statutory bodies on producing demand note by contractor.

(To be submitted on Agency’s Letterhead in the Portal  
as well as hard copy)

Ref:

Date:

**DECLARATION**

We, M/s. ...., hereby solemnly declare as follows, in respect of the Tender No. .... :-

a) That, we have downloaded all the documents from CPP e-Procurement Portal of NIC and all the uploaded information / statements are true to the best of our Knowledge.

b) That, our firm is not involved in any **Litigation or Arbitration** with NCSM/ Indian Institute of Packaging, Mumbai during the last 05 (five) years.

c) That neither I/we/any of us/is in anyway related to any employee in the National Council of Science Museums, Kolkata, or any of its constituent units.

d) That, we have read all the pages of NIT and all annexures along with entire scope of work and BOQ in detail and accepts all terms and conditions as specified.

Date:  
Place:  
company seal/rubber stamp

(Signature of the Agency)  
with

## Annexure-‘B’

### GENERAL INFORMATION

All individual firms and each partner of a joint venture participating in this Bid are requested to complete the information in this form.

1	Name of Bidder	
2	Head office Address	
	Tel. no.	
	Mobile no.	
	Fax No.	
	E-mail Address	
3	Address on which correspondence should be done	
	Tel. no.	
	Mobile no.	
	Fax No.	
	E-mail Address	
4	Place of incorporation/registration	
5	Legal status of the applicant (attach copies of original documents defining the legal status)	
	Specify, if the bidder is	
	An individual	
	A proprietary firm	
	A firm in partnership	
	A Limited company or corporation	
	A group of firms / joint venture ( if yes, give complete information in respect of each member)	
	Attach a copy if proprietorship or Partnership Deed or Article of Association or Incorporation of company or /JV Agreement as the case maybe	
6	Name of Proprietor /Partner/ Directors with their addresses, Mobile & Tel.No. , Fax no. , Email address.	
7	Designation of individuals authorized to act for the organization with the address, mobile & Telephone no., Fax, Email address. (Enclose legal Power of Attorney)	
8	Was the applicant ever required to suspend any awarded work for a period of more than six months continuously after Commencement of the construction? If so, give the name of the project & reasons of suspension of work.	
9	Has the applicant of any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment	

10	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details.	
11	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of Law? If so, give details.	
12	Bank solvency	
13	Turn over for the years given below	
	2013-14	
	2014-15	
	2015-16	
	2016-17	
14	Other details: <b>(Copies to be enclosed)</b>	
	a) GSTIN. valid up to	
	b) PAN No.	
15	Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies	
16	Whether the firm has it's own Electrical Wing or associates? (If through associates, provide their details & credentials)	
17	Valid Electrical Contractor's License No. HT & LT (Mention ECL No. & Validity, Voltage Grade and attach a copy of the License)	
18	Technical Staff employed & their qualifications	
19	Whether experienced in following areas of Electrical Works?(If yes, attach supporting documents against respective heads)	
	Household/Industrial Electrical Installation Works	
	Indoor & outdoor Electrical Installation Works	
	Fabrication of Distribution Boards/Panels	
	Street & premises lighting incl. Underground cabling	
	Lightning Protection/Fire Alarm/Telephone Systems	
	Setting up & maintenance of 11kV Substations	
	Other Works (Please Specify)	

Note: Use separate sheets for providing more information if any.

Date:  
Place:

(Signature of the Agency)  
with company seal/rubber stamp

## Annexure-‘C’

**List of major Plant and Machinery & Equipments in possession of the firm  
(Agency should intimate the details of plant/major tools/equipments held by them)**

SI. No.	Name of Plant & Machinery/equipment/major tools in possession	Available Owned	*Other than col. No. C
A	B	C	D
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Date:  
Place:

(Signature of the Agency)  
with company seal/rubber stamp

Note:

\* In case of any arrangement for getting the equipment on lease, etc., authenticated proof of the same is to be submitted.

\*\* Use separate sheets for providing more information.

**Annexure-‘D’**

**DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS**

SI. No	Description Of the Work with Contract No.	Name and address of the Employer with Contract No	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (In Rs lacs)	Reasons for delays, penalty if any	Any other relevant information

Note:

1. The Bidder shall submit the attested Copies of the Completion Certificates from the Client.
2. The value of work executed should be inclusive of the value of free supply items.

Date:  
Place:

(Signature of the Agency)  
with company seal/rubber stamp

### INFORMATION ABOUT ALL ONGOING WORKS

Sl. No	Details	Work -1	Work -2	Work-3
1.	<b>Project name &amp; Location</b>			
2.	<b>Owner or client:</b> (Name and Address, contact Number of Officer to whom reference can be made):			
3.	<b>Project details in brief:</b>			
4.	Stipulated start date			
5.	Actual Start date			
6.	Time period			
7.	Stipulated completion date			
8.	Present Status of work in Percentage completion:			
9.	Work Order Value (in lakhs)			
10.	Work done value (RA bill) of work (in lakhs):			
11.	Type/nature of works details			
12.	Slow progress, if any, and Reasons for Delay, if any:			

**Note:**

- 1) Original or attested scanned copies as well as hardcopies of initial work order from client have to be uploaded.
- 2) The certificate shall mention Name of work, Work order value, Duration, Client Name & Address, Location of work, stipulated start and completion date, Actual start & completion date, Reasons for delay (if any), Nature of work etc.
- 3) Attach photographs of the projects.

**I/We certify that above information furnished by me/us is true and correct to the best of my information and knowledge.**

Date:  
Place:

(Signature of the Agency)  
with company seal/rubber stamp





## Bid Submission

### **Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:-

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
Sl. No.	Document	Content	File Types
1.	Technical Bid	EMD	.PDF
2.		Declaration as per Annexure - A	.PDF
3.		Generation Information as per Annexure - B	.PDF
4.		All certificates (GST; PAN etc) in support of data specified in Annexure – B in a single pdf file	.PDF
5.		<b>List of major Plant and Machinery &amp; Equipments in possession of the firm as per Annexure - C</b>	.PDF
6.		DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS as per Annexure - D	.PDF
7.		INFORMATION ABOUT All ONGOING WORKS as per Annexure - E	.PDF
<b>Envelope – 2</b>			
Sl. No.	Document	Content	File Type
1.	Financial Bid	Financial Bid bid should be submitted in xls format.	.xls