

E- TENDERS DOCUMENT

for

Supply of LT PVC Cable for Power Improvement
Project, IIT(BHU), Varanasi

Tender No.:-IIT(BHU)/IWD/ET/01/2018-19/877

Tender Date: 06.07.2018

Last Date of Submission of bids: 27.07.2018

Tender Opening date: 28.07.2018



Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005

E-mail: office.iwd@iitbhu.ac.in

ABSTRACT OF COST

NAME OF WORK:- **Supply of LT PVC Cable for Power Improvement Project, IIT(BHU),
Varanasi**

Sl. No.	Details of Sub-Head	Amount (in ₹)
1	Electrical works	43,74,000.00
	Say ₹	43,74,000.00

This NIT containing pages 24 as per Index amounting to Rs. 43,74,000.00 is hereby approved.

Sd-
Member Secretary
IWC, Indian Institute of Technology(BHU), Varanasi

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It is certified that this document contains total 24 pages.

Sd-
MEMBER SECRETARY, IWC, IIT(BHU)



**NOTICE INVITING TENDER
(INVITATION FOR BIDS)**

1. Online bids are invited from manufactures or their authorized dealers, who submit/letter /certificate in originals from the manufactures that they have been authorize to bid in response to this NIT for the following items:-

S. No.	Tender no.	Specifications & quantity of the item	Earnest Money Deposit (EMD)
1.	IIT(BHU)/IWD/ET/01/2018-19/877	Name of the Project: - <i>Supply of LT PVC Cable for Power Improvement Project, IIT(BHU), Varanasi. (Estimated Cost Rs. 43,74,000.00)</i> 1. Eligibility Criteria (Cover-1) 2. Financial Bid (Cover-2)	Rs. 1,10,000.00

1. Interested eligible Bidders may obtain further information from IIT(BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ or from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
2. Intending bidders are advised to visit IIT (BHU) website www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
3. Earnest Money Deposit is to be submitted in the form of DD/FDR as per details mentioned in the critical data sheet. Bidders are required to submit the scan copy of payment receipt details of Tender fees and EMD at the time of Bid uploading.

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology(BHU), Varanasi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/Works)	Goods
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Supply
Product Category	LT PVC Cable Supply
Date of Issue/Publishing Original Tender	06.07.2018 (10:00 Hrs)
Document Download Start Date	07.07.2018 (10:00 Hrs)

Document Download End Date	27.07.2018 (15:00 Hrs)
Last Date and Time for Uploading of Bids	27.07.2018 (15:00 Hrs)
Date and Time of Opening of Bids	28.07.2018 (15:30 Hrs)
Tender Fee	Rs.1000/- (To be paid through RTGS/NEFT) as per the following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No. - 32778803937 IFSC Code - SBIN0011445 (The proof of payment must be uploaded in cover-1)
EMD	Rs. 1,10,000.00 to be paid in the form of DD/FDR in the name of Registrar, IIT(BHU), Varanasi, payable at VARANASI. (Scanned copy of DD/FDR to be uploaded in cover-1) (Original to be submitted in cover-1 alongwith eligibility criteria documents)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)
Address for Communication	The Chairman (IWC), Institute Works Department, IIT(BHU), Varanasi - 221005, U.P.
Email Address	office.iwd@iitbhu.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

1. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class 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.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

2. Searching for Tender Documents

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

3. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD/Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

6. General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in **.pdf format**.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

INSTITUTE WORKS DEPARTMENT, NIT

1. IWC, IIT(BHU) invites the online percentage rate/Item rate Bids from manufactures or their authorized dealers, who submit/letter /certificate in originals from the manufactures that they have been authorized to bid in response to this NIT for the following items:

Supply of LT PVC Cable for Power Improvement Project, IIT(BHU), Varanasi.

The authorization of the authorized dealers should be valid on the last date of submission of bids. (Self Certified copy of currently valid authorization certificate from the manufactures that they have been authorized to bid in response to this NIT to be uploaded as proof alongwith other eligibility criteria should be uploaded in cover-1. Original equipment manufacturers need not submit any such certificate.)

- 1.1 The supply is estimated to cost Rs. **43,74,000.00** The estimate, however, is given merely as a rough guide).
- 1.2 Intending bidder is eligible to submit the bid provided, if he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar supply of magnitude specified below:-
- 1.2.1 Criteria of eligibility for submission of bid documents:

- (a) Intending bidder should not be a joint venture. **(Self Certified copy of documents clearly stating the status of bidder to be uploaded in cover-1)**
- (b) Should have satisfactorily completed Three similar supplies each of value not less than Rs 17.50 Lacs or Two similar supplies each of value not less than Rs 26.25 Lacs or One similar supply of value not less than Rs 35.00 Lacs during last seven years ending 31st March 2018. **(Self Certified photocopy of supply order alongwith supply completion certificate to be uploaded as proof of eligibility criteria in Cover-1)**

Explanation:-

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

Similar supply means **“Supply of Cable and other allied Electrical items related to electrical works”**

- (c) Should have had average annual financial turnover of Rs 43.74 Lacs on account of cable supply executed during the last three preceding financial years ending 31st March, 2018, duly audited by a Chartered Accountant **(Self Certified photocopy of certificate from CA to be uploaded in Cover-1)**. The year in which no turnover is shown would also be considered for working out the average.
- (d) Should not have incurred any loss in more than three years during the last five years ending 31st March, 2018. **(Self Certified photocopy of certificate from CA to be uploaded in cover-1 alongwith certified copy of last five years Profit & Loss Account)**
- (e) Should have a solvency certificate of **Rs 43.74 Lacs** issued by Bank during the last six months. **(Certified copy of original solvency certificate to be uploaded in cover-1).**
- 1.2.2 **To become eligible for bidding , the bidders shall have to furnish an affidavit as under:-**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another bidder on back to back basis. Further that, if such a violation comes to the notice of Indian Institute of Technology(BHU), then I/we shall be debarred for tendering in IWC, IIT(BHU) in future

forever. Also, if such a violation comes to the notice of Indian Institute of Technology(BHU) before the date of start of work, the Member Secretary-IWC, IIT(BHU) shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(Scanned copy of affidavit to be uploaded in cover-1)**

- 1.2.3** The detailed technical specification as per original cable manufacturer of the quoted cable shall be part of the eligibility criteria and to be uploaded in cover-1. **(Scanned copy of technical details provided by OEM to be uploaded in cover-1)**
2. Agreement shall be drawn with the successful bidder on prescribed Format.
 3. The time allowed for carrying out the supply will be 2 months (60 days) from the date of order acceptance in accordance with the phasing, if any, indicated in the Published documents.
 4. The Published document consisting of plans, specifications, the schedule of quantities of various types of items to be supplied and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen/downloaded from website www.eprocure.gov.in or www.iitbhu.ac.in
 5. While submitting the bids, bidder can revise the rate, but before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.
 6.
 - a) **Earnest Money** of **Rs. 1,10,000.00** shall be paid in the form of Banker's cheque/ Demand Draft / Fixed Deposit Receipt (**drawn in favor of Registrar, IIT(BHU), Varanasi, payable at Varanasi**) of any Scheduled Bank. The same shall be submitted along with technical bid in Cover-1 and scanned copy uploaded with cover-1.
 - b) **Tender processing fees - 1000/-** shall be paid online as per details given in critical data sheet and details of online transaction ID i.e. UTR number to be uploaded with cover-1.

Proof of online submission of tender processing fees, EMD & Eligibility criteria document like supply experience, financial turn over certificate, Affidavit in original, Solvency certificate in original and any other documents mentioned in relevant clauses above, shall be placed in single sealed envelope superscripted as **(Cover-1 "Cost of Tender Document, E.M.D. & Eligibility criteria documents")** with name of tender and due date of opening of the Tenders mentioned thereon and submitted in office of IWD before the last date & time of submission of bid. **The scanned copies of above mentioned documents shall be uploaded under cover-1 on the e-tendering website.**

All the documents for cover-1 (as per serial no. 1.2.1 to 1.2.3 alongwith proof of submission of tender fee and EMD) shall be placed in an envelop with due mention of Name of work, date & time of opening of Tenders and is to be submitted in the office of Member Secretary, IWC, IIT(BHU), Varanasi on or before 3:00 PM 27.07.2018. The documents submitted shall be opened at 03:30 PM on 28.07.2018. Kindly note that in case of any discrepancy regarding uploaded documents in cover-1 and physically submitted documents in the office, the uploaded documents shall be considered as final.

Kindly note that no financial bid in physical format is to be submitted with cover-1 in the office of IWD, IIT(BHU). Financial bid is to be uploaded under cover-2 only on the e-tendering website. Online Financial Bids submitted by intending bidders shall be opened only of those bidders, whose Earnest Money deposit, tenders processing fees and other documents placed in the envelop (Cover-1) and uploaded on e-tendering website under cover-1 are found in order and are found eligible.

11. The bid submitted shall become invalid and cost of bid & tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not provide all the documents (including PAN No., GST registration etc.) as stipulated in the bid document.
12. The bidder whose bid is accepted will be required to furnish performance bank guarantee of 5% (Five Percent) of the tender amount within the 15 days of issue of letter of acceptance. This guarantee shall be in the form of Demand Draft of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.
13. Intending bidders are advised to inspect and examine the supply site and its surroundings and satisfy themselves before submitting their bids, the form and nature of the site, the means of access to the site, obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants and all other services required for executing the supply unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the supply to be done and local conditions and other factors having a bearing on the execution of the supply. Cost of site visit shall be borne by the bidder.
14. The competent authority on behalf of the Institute does not bind itself to accept the lowest or any other Tenders and reserves to itself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.
16. The competent authority on behalf of Institute reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
17. The bidder shall not be permitted to tender for supply in the IWC, if his near relative is posted as an officer in any capacity between the grades of Chairman(IWC) and Junior Engineer (both inclusive).. Any breach of this condition by the bidder would render him liable to be removed from the Tendering process.
18. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Indian Institute of Technology(BHU), then the Indian Institute of Technology(BHU), without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
19. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. Within 15 days from the stipulated date of supply.

20. Fall clause

20.1 The price quoted by the supplier/ should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

20.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

20.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. IIT (BHU), VARANASI.
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. Use of Contract Documents and Information

- 4.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3** Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids.

- 6.1** All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

6.2 Tender documents are available for sale with the purchaser. Interested bidders may purchase the tender documents on payment of the cost thereof. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:

(a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or

(b) Reject the material, which shall be final and binding on the contractor.

(c) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 The Supplier shall make delivery of the Goods within 60 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

10.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.

10.3 The delivery of Stores shall be affected at the premises of the Institute free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

12. Transportation

Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

13.2 This warranty shall remain valid for at least 12 months (or as specified) after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

13.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 The payment shall be made online through RTGS/NEFT and after inspection of the materials/works and satisfactory performance.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

15. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

16. Change Orders

16.1 The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

Compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

25. Termination for Convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

26.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

27. Governing Language

The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

28.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

28.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30. Performance Security:

(i) Successful bidder have to furnish **10%** of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favour of the Registrar, Indian Institute of Technology (BHU) for a period of 60 days beyond the end of all warranty period / obligations. Fixed Deposit Receipt / Bank Guarantee should be issued from a schedule bank in India.

(ii) Earnest Money Deposit will be refunded to the successful bidder on receipt of Performance Security.

Other Conditions of Contract:

- 1. The final price given will be assumed as total price inclusive of all taxes and no clarification will be sought in this regard.**
- 2. In case of any ambiguity the above conditions shall prevail over GCC.**

The Institute Reserves The Right To :

- i.** Increase or decrease the quantity of the item(s) as per requirement.
- ii.** Reject the quotation in absence of not furnishing the documentary evidence in respect of GST, Income Tax clearance certificates together with the performance of supplies in various branches/institutions.
- iii.** Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the

- products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the suppliers.
- iv. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply.
 - v. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
 - vi. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

To reject any or all the offers without assigning any reasons thereof.

All disputes are subject to “*Jurisdiction of Allahabad High Court*” only.

The decisions of the Institute in all respect shall be final and binding on all. Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any postal delay / loss in transit etc.**

Please mention our reference number and due date on the sealed envelope, otherwise your quotation may not be entertained.

A checklist (list documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification; otherwise the proposal will not be entertained.

NOTE: if the term supplier and goods are used in the bid document, it also includes Contractor/manufacturers and construction materials.

Sd-
Assistant Registrar & Member Secretary
IWC, IIT(BHU), Varanasi.

List of Documents to be scanned and uploaded under cover-1 on e-tendering website and submitted up to the last date and time mentioned above in sealed cover-1 in office of IWD, IIT(BHU):

- a) Scanned copy of authorized dealer certificate from the manufacturer that the dealer has been authorized to bid in response to this NIT. OEM need not upload any such certificate.
- b) Documents regarding legal status of firm and written power of attorney of the signatory.
- c) Self certified copy of supply orders alongwith supply completion certificate as per eligibility criteria.
- d) Solvency certificate from bank and scanned copy of DD/FDR for EMD.
- e) Proof of submission of tender processing fee.
- f) No loss certificate, turnover from CA, GST registration certificate, PAN card ESI, EPF etc.
- g) Technical parameters of quoted cable as per IS-1554 (part-1)/1988.

List of document to be uploaded upto the last date & time mentioned above in cover-2 (Financial Bid):

- a) Duly filled in priced BoQ.
- b) Duly signed and scanned copy of priced BoQ in PDF format.

(Kindly note that no physical submission of duly filled in BoQ is required and it is to be uploaded only on e-tendering website).

Sd-
MEMBER SECRETARY
INSTITUTE WORKS COMMITTEE
INDIAN INSTITUTE OF TECHNOLOGY(BHU)
VARANASI

A: GENERAL INSTRUCTIONS

1.0 Scope of Tender.

- 1.1 Indian Institute of Technology(BHU) (referred to as Owner in these documents) invites Tenders for *Supply of LT PVC Cable for Power Improvement Project, IIT(BHU), Varanasi* (as defined in these documents and referred to as “the supply”) detailed in the table given in the Notice Inviting Tenders (NIT).
- 1.2 The successful Bidder shall complete the supply within the completion date specified in the Notice Inviting Tenders (NIT).

2.0 Non Association / Relation

- 2.1 All Bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the IIT(BHU) or any other entity that has prepared the design, specifications, and other documents for the Project.

3.0 Qualification of the Bidder

- 3.1 All Bidders shall provide tender qualification information.
- 3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders:

The Bidder must be registered with the GST Department and should submit the registration certificate of GST, ESI, PF, labour license etc.

4.0 Cost of tendering

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

5.0 Invitation

- 5.1 Tenders are hereby invited on behalf of Indian Institute of Technology(BHU).

6.0 Contents of documents as mentioned in the relevant clauses mentioned.

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

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

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

Description of Schedule of Quantities.
Particular Specification and Special condition, if any.
Drawings. C. P. W. D. specifications/ IWC specification.
Latest edition Indian Standard Specifications of B. I. S.

7.0 Amendment of Tendering Documents

- 7.1 Before the deadline for submission of bids, the Indian Institute of Technology(BHU) may modify the Tender documents by issuing addenda/corrigendum.
- 7.2 Any addendum thus issued shall be part of the Tendering documents and shall be submitted on Tendering website www.eprocure.gov.in and Institute website www.iitbhu.ac.in.

- 7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend if necessary the deadline for submission of tenders.

B: PREPARATION OF DOCUMENT

8.0 Earnest Money Deposit (EMD)

EMD amounting to **Rs. 1,10,000.00** in the form of a bankers cheque or demand draft/F.D.R in favour Registrar, IIT(BHU) payable at Varanasi must accompany each bid. **Bids not accompanying with EMD and unconditional acceptance letter will be summarily rejected.**

The EMD of the unsuccessful Bidders will be discharged / returned within Thirty (30) days from the date of opening of the bids. The EMD of the successful Bidder shall be converted as Security deposit.

The EMD may be forfeited: if the Bidder withdraws his bid during the validity period of the bid ; or in case of a successful Bidder, if the Bidder fails to sign the contract or furnish performance security.

9.0 Period of validity of bid

The bids shall remain valid for a period of 180 days after the date of opening of bid. A bid valid for a shorter period, shall be rejected by the Indian Institute of Technology(BHU) as non-responsive and the EMD paid along with it will be forfeited.

10.0 Language of Bid

- 10.1 The document shall be written in English language. The total amount should be written in the same language.

11.0 Document comprising the E-Tender

- 11.1 No page of this tenders document shall be removed and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/Firm.

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

12.0 Tender Prices

- 12.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Schedule of Quantities submitted by the Bidder.
- 12.2 The tender submitted on behalf of Company shall be signed by a person who has the proper legal authority on behalf of the Company to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, drawings, specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.
- 12.3 The notation R.O. written against items of BOQ means 'rate only' and the bidder is to quote only unit rate in such cases.
- 12.4 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. **In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected.** Failure to comply with either of these conditions will make the bid liable for rejection.
- 12.5 The supply shall be carried out by the Bidder in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost.
- 12.6 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates, prices and total Bidding Price submitted by the Bidder. Bidders must include in their rates, the cost of transportation of materials to site, **GST** and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained by the Owner and no tax exemption forms will be issued by the Owner.

NOTE: ALL RATES QUOTED BY THE BIDDER ARE INCLUSIVE OF ALL TAXES LIKE GST CESS AS PER BUILDING & OTHER CONSTRUCTION WORKERS CESS ACT.

OR ANY STATUTORY TAX APPLICABLE AS PER STATE GOVERNMENT.

- 12.7 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Indian Institute of Technology(BHU). Payments will be regulated on the actual quantities of work done at accepted rates. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 12.8 Errors in the Schedule of Quantities shall be dealt with in the following manner:
- i In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.
 - ii In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.
 - iii All the errors in totaling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended.
- 12.9 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the supply before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.
- 13.0 Format and signing of Tender document**
- 13.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.
- 13.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. **ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.**

C: MODE OF SUBMISSION OF BID DOCUMENT

14.0 Sealing and marking of bids.

- 14.1 All the document to be put in cover-1 should be scanned and uploaded under cover-1 on the e-tendering website.
- 14.2 All the envelopes/covers needed to be properly sealed by the bidder and shall indicate the name and address of the bidder.
- 14.3 If the envelopes/covers is not sealed and marked as above, the Owner will assume no responsibility for the misplacement of the bid document.
- 14.4 Financial/price bid is to be uploaded online only & no hard copy to be submitted.

15.0 Deadline for submission of bid:-

- 15.1 Any bid will not be received by the Indian Institute of Technology(BHU) after the deadline of submission of bids.

D: TENDER OPENING AND EVALUATION

16.0 Tender opening

The Owner along with Architect will open all the tenders received, on the date and the place specified in the NIT. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.

17.0 Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of bids, the Owner at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the tendering shall be sought, offered, or permitted.

18.0 Examination of Bids and Determination of Responsiveness

18.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid (a) meets the eligibility criteria defined (b) has been properly signed and meets the requirements mentioned (c) is accompanied by the required securities and; (d) is responsive to the requirements of the tendering documents.

18.2 A responsive bid is one which conforms to all the terms, conditions, and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the tender documents, the Indian Institute of Technology(BHU) rights or the Bidders' obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.

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

19.0 Correction of Errors

19.1 Bid determined to be substantially responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by Owner as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern, and where there is a discrepancy between the unit rate and the item total resulting from multiplying, the unit rate as quoted will govern.

19.2 The amount stated in the tender will be adjusted by the owner in accordance with the above procedure for the correction of errors and shall be considered as Binding upon the Bidder. If the Bidder does not accept the corrected amount the tender will be rejected, and the EMD will be forfeited.

20.0 Evaluation and Comparison of Bids

20.1 The Owner along with Architect will evaluate and compare only the bids determined to be substantially responsive.

20.2 In evaluating the bids, the Owner along with Architect will determine for each bid the evaluated bids Price by adjusting the bid Price as follows:

- (a) Making any correction for errors; or
- (b) Making an appropriate adjustments for any other acceptable variations, deviations; and
- (c) Making appropriate adjustments to reflect discounts offered.

21.0 The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.

E: AWARD OF TENDER

22.0 Award criteria

- 22.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserves to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.
- 22.2 The owner reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.

23.0 Notification of award

The successful Bidder will be issued a Letter of Intent (LOI) by the Owner after recommendation from the Architect. The issuance of LOI shall not constitute an award of work.

24.0 Signing of contract form

- 24.1 On the acceptance of LOI and Performance Bank Guarantee of the successful Bidder that his tender has been accepted in writing, the Indian Institute of Technology(BHU) will send the Bidder the contract form provided in the document duly signed and sent along with the bid incorporating all agreements between the parties.

TECHNICAL SPECIFICATIONS

BILL OF QUANTITY

S. No	Description of items	Qty.		Rate	Unit	Amount
1	1. 1 kV grade stranded aluminium conductor, PVC insulated, color coded, cores laid up, wrapped PVC/thermoplastic tape inner sheathed, single layer of galvanized flat steel strip/round steel wire armoured and overall PVC outer sheathed power cable conforming to IS-1554 (part-I)/1988 with latest amendments of the following sized. The cable shall be supplied in durable wooden drums. Make:-Gloster/Universal/Cable Corporation of India Ltd/Industrial cables/KEI.					
	3 ½ core x 185 Sqmm.	4000.00	Mtr	935.00	Mtr	37,40,000.00
2	3 ½ core x 120 Sqmm.	1000.00	Mtr	634.00	Mtr	6,34,000.00
					Total Rs.	43,74,000.00

Note: Technical data sheet of quoted cable to be uploaded in Cover-1