TENDER DOCUMENT
TENDER No.: NRO / CON / 592 / 537

FOR

SUPPLY & INSTALLATION

OF

DG Sets & Synchronising Panel

FOR

for multistoreyed Boy’s Hostel
SARDAR VALLABHBHAI NATIONAL INSTITUTE
OF TECHNOLOGY, SURAT, (SVNIT)

VOLUME – IIA

NOTICE INVITING TENDER
&
ADDITIONAL CONDITIONS OF CONTRACT

EXECUTING AGENCY

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex, 7,
Lodhi Road, New Delhi-110003
TEL NO: 011-24361666, 24366226 FAX NO. 011-24363426
ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Tender for Supply & Installation DG Sets & Synchronising Panel for multistoreyed Boy’s Hostel at SVNIT, Surat-GUJARAT.

NRO / CON / 592 / 537 Date: 29.04.2010

1.0 As part of expansion project of the owner / client viz Sardar Vallabh bhai National Institute of Technology. (SVNIT), construction of Boy’s Hostel in 1st phase at Sardar Vallabh bhai National Institute of Technology at Surat, Gujarat is being taken up. The proposed site is located in Ichchhanath Surat, Gujarat with in the campus of Sardar Vallabh bhai National Institute of Technology, Surat, Gujarat. The Construction area measures about 0.95 Hectare for Boy’s Hostel Building. The Complex will have (but not limited to) all hostel facilities to accommodate 800-1000 no. of Students.

Sealed item rate tenders are invited from reputed manufacturers of DG Sets & Synchronising Panel by Engineering Projects (India) Ltd. on behalf of Sardar Vallabh bhai National Institute of Technology at Surat, Gujarat (SVNIT) as per the brief particulars of scope mentioned hereinafter, for supply & installation of DG Sets & Synchronising Panel for multistoreyed Boy’s Hostel at Sardar Vallabh bhai National Institute of Technology at Surat, Gujarat.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Name of work</th>
<th>Estimated cost</th>
<th>Period of Completion</th>
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<tbody>
<tr>
<td>1.</td>
<td>Supply &amp; Installation of DG Sets &amp; Synchronising Panel for multistoreyed Boy’s Hostel at SVNIT, Surat-GUJARAT.</td>
<td>Rs. 1.27 Crore (Rs. One Crore Twenty Seven lacs only)</td>
<td>5 Months (Five months)</td>
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</table>

The scope of work included in this tender shall include (but not limited to) Design, Manufacture, supply, inspection before dispatch, delivery at site, installation, testing, commissioning & handing over to SVNIT of 2 Nos DG Sets & Synchronising Panel and Defects Liability period of 12 months after completion of all works & handing over to SVNIT.

The detailed scope of work is given in the tender document.

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents
   From 29th April 2010 to 17th May 2010
   11.00 AM to 04.00 PM

ii) Last Date & Time of Submission of Tenders
    18th May 2010 by 02.00 PM

iii) Date & Time of Opening of Envelope-1 (Techno-Commercial Bid)
     18th May 2010 at 02.30 PM
Contractors who fulfil the following basic qualifying requirements are eligible to participate in this tender. The joint ventures are not accepted.

a) Bidder should be reputed manufacturer of DG set. No offer from dealers / suppliers / associates will be accepted.

b) Must have arrangement to provide on site service at Surat.

c) Should have satisfactorily completed three similar works each costing minimum Rs. 0.40 Crores or two similar works each costing Rs. 0.60 Crores or one similar work costing minimum Rs. 0.80 Crores in the last five years as on the last date of bid submission. The similar work means design, manufacture, supply & installation of dg sets. The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager.

d) Should have had Average Annual Financial Turnover of not less than Rs. 0.30 Crores in the last five years ending 31.03.2009 duly certified by a Chartered Accountant.

e) Should not have incurred any loss in more than two years during the immediate last five years ending 31.03.2009. Copies of balance sheet / certificate from Chartered Accountant to be submitted.

f) Should have a solvency of Rs. 0.40 Crores issued by a Bank. The Solvency Certificate should not have been issued earlier than 01.04.2010.

g) Have valid Permanent Account Number of Income Tax.

h) Have valid PF Registration No.

i) Have valid VAT Registration No.

j) Have latest Sales Tax Clearance Certificate

2.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com/ www.epi.gov.in

i) Notice Inviting Tender (NIT)

ii) General Conditions of Contract (GCC available under tab titled Tenders) - Vol.I

iii) Addendum to INSTRUCTIONS TO TENDERERS

iv) Additional Conditions of Contract.- (Vol.IIA)

v) Technical Specification – (Vol.IIB)

vi) Price Bid – (Vol.III)

3.0 The complete Tender Documents are available on website and the intending bidders directly from EPI Website can download the same: www.engineeringprojects.com / www.epi.gov.in. The tender fees of Rs. 5,000 (Rupees Five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.,” payable at Delhi shall be submitted by the bidder along with their bid in Envelope-1. Relevant experience certificate and other documents as mentioned above Cl. 1.0 (a) to 1.0 (j) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificate from clients shall be in the name of the Company who is submitting
the tender. The Contractor has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

Tender documents can also be obtained from the office of The Group General Manager (MMD-Contract), Engineering Projects (India) Ltd., 2nd Floor, Core –3, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter along with relevant experience certificates and other documents as mentioned above (Cl 1.0 (b) to 1.0 (g) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public) fulfilling the qualifying criteria. Tender document shall be issued to eligible prima-facie qualified bidders on payment of Rs. 5,000/- (Rupees Five Thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at New Delhi. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.

5.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 2.5 Lakhs. This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring, “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Banks, in accordance with the prescribed proforma, favouring “Engineering Projects (India) Ltd., New Delhi”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

6.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable.

7.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

The tender documents shall be issued by and submitted to:

Group General Manager (MMD-Contracts)  
ENGINEERING PROJECTS (INDIA) LTD.  
2nd Floor, Core-3, SCOPE Complex,  
7, Institutional Area, Lodhi Road, New Delhi-110003.  
TEL. No. 011-24365480 (Direct)  
FAX No. 011-24368293  
Website: www.engineeringprojects.com/ www.epi.gov.in
ADDENDUM TO “INSTRUCTIONS TO TENDERERS”

1.0 MODE OF SUBMISSION

(a) The Envelope–1 shall also contain the documents meeting the qualifying criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (g) in addition to Clause No.1.0 (i) to (vi) given in Page No.(1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs.5,000.00 (Rupees Five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi along with their bid in Envelop 1.

2.0 CLAUSE NO.1.1 OF INSTRUCTIONS TO TENDERERS.as given in Page (2) of INSTRUCTIONS TO TENDERERS stands amended as below :

First the Envelope-1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions, deposit the required Earnest Money, who meeets the qualifying criteria mentioned in clause no. 1.0 (a) to (g) of NIT and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions and / or not meeting the qualifying criteria or whose Techno-Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

As part of expansion project of the owner / client viz Sardar Vallabhbhai National Institute of Technology. (SVNIT), construction of Boy’s Hostel in 1st phase at Sardar Vallabhbhai National Institute of Technology at Surat, Gujarat is being taken up. The proposed site is located in Ichchanath Surat, Gujarat within the campus of Sardar Vallabhbhai National Institute of Technology, Surat, Gujarat. The Construction area measures about 0.95 Hectare for Boy’s Hostel Building. The Complex will have (but not limited to) all hostel facilities to accommodate 800-1000 no. of Students.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The scope of work included in this tender shall include (but not limited to) Design, Manufacture, supply, inspection before dispatch, delivery at site, installation, testing, commissioning & handing over to SVNIT Surat the following :

   a. 2 Nos. DG Sets & Accessories of rating 625 KVA
   b. DG Synchronising panel.
   c. Inter-connecting control cables including termination.

Excluding:

   i. Foundations of DG Sets,

   (However, foundation drawing, to be furnished by contractor.)

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) & NIT (Vol. IIA) of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

Signature of Contractor

EPI
a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 EPI reserves the right to independently verify the performance of the bidder from the Existing owners / users / owners’ Consultants. In case any installation of the manufacturer is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

BIDDER’S SPECIFIC ATTENTION IS DRAWN TO ABOVE CLAUSE

7.0 The steel used on the works shall be by prime manufacturers i.e. SAIL, TISCO, RINL. The other provisions of Clause 45.2 of GCC remains unchanged.

8.0 Clause no. 4.0 of GCC shall be modified as under:

The tender for the works shall remain open for acceptance for a period of 150 (One Hundred Fifty) days from the date of opening of price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Contractor withdraws his tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

9.0 Payment Terms

Subject to deduction which EPI might be entitled to make under the contract, the contractor shall receive payment of contract value as follows:

Stage-I
10% of the contract value shall be paid on the fulfillment of the following conditions

a) Signing of the agreement.

b) Submission of Security Deposit cum Performance Guarantee as per Clause No. 9 of GCC.

c) Submission of Design & detailed / shop drawings.

Against submission of non-revocable and unconditional Bank Guarantee of an equivalent amount from a Nationalized Bank / Scheduled Bank as per the enclosed Performa in GCC Vol- I. This Bank Guarantee shall be released after completion of successful installation / erection / Testing & Commissioning of DG sets i.e. Stage-III & IV of payment terms

**Stage-II**

65% of the contract value on prorata (DG set wise) shall be paid on initial inspection of complete material and equipment by EPI or the inspection agency appointed by EPI and after receipt of material at site.

**Stage-III**

15% of the contract value on prorata (DG set wise) shall be paid on completion of successful installation / erection of the DG Sets.

**Stage-IV**

10% of contract value shall be paid on trial run, commissioning and successful completion of Running-in-Period as per clause 31.0 & 32.0 of Additional Conditions of Contract (ACC) for thirty days on the basis of Certificate to be issue by the Engineer-in-Charge on proof of the DG Sets having successfully completed the final inspection & test and handing over of the DG Sets for beneficial use to SVNIT.

**10.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.**

i) The bid price shall be inclusive of work contract tax / VAT or any other tax levied on the transfer of property and goods involved in the “Works Contract” in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bid. In case at any variation in the rates of tax after this date the same shall be paid / recovered from the contractor subject to the submission of documentary evidence and proof of having made the payment at the revised rate.

ii) The Bid Price shall also be inclusive of Service Tax applicable on Construction Services as per the rates prevailing as on seven (7) days prior to the last date of submission of tender (including abatement as applicable). In case of any
variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition / deduction to the Contract Price.

iii) If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to the last date of submission of tender and the contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid / payable under price variation provision of the Contract.

iv) The payment / reimbursement of statutory variations in the rates of tax and / or of new tax, duty or levy imposed under statute or law in India as per para (i), (ii) & (iii) above, would be restricted only to direct transaction between the EPI and the Contractor.

11.0 For Dispatch of materials to Site, the DG Sets Manufacturer / Contractor shall mark consignee as self A/c SVNIT through EPI.

12.0 ROAD PERMIT:

Road permit for transportation of goods across state border shall not be issued by SVNIT / EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

13.0 Invoice should be raised by Contractor in the name of EPI, Surat with copy to EPI, Engineering Division.

14.0 Clause No. 72.4.1 of GCC stands modified as under:

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The approval by the Engineer-In-Charge of such programme including modifications made by the Engineer-In-Charge in the said programme shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-In-Charge to take action against the contractor as per terms and conditions of the agreement. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable in case the required progress is not achieved to meet the time deadlines of the completion period for supply and installation of 2 nos. DG Sets.
15.0 COMPLETION SCHEDULE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Period from the date of Start</th>
<th>Description of work to be completed during the period specified under column no. 2 (Milestone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 1st month</td>
<td>Submission of Design &amp; Detailed / shop drawings.</td>
</tr>
<tr>
<td>2</td>
<td>From the start of 2nd month upto the end of 4th month</td>
<td>Inspection of complete material &amp; equipment by EPI &amp; delivery at site.</td>
</tr>
<tr>
<td>3</td>
<td>From the start of 5th month upto the end of 5th month</td>
<td>Installation testing &amp; commissioning of first New DG Set.</td>
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</tbody>
</table>

16.0 The contractor shall comply with legal orders & directions of GDA and by laws of other local bodies. The contractor shall give to the Municipality, Police, Local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite licenses, permissions for temporary obstructions, enclosures, collection and stacking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be leviable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour, materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

17.0 GUARANTEE

The DG Sets contractor shall guarantee that the materials and workmanship of the apparatus installed by him, under these specifications shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 12 months from the date of handing over of the installation after testing and commissioning without any extra cost to EPI / SVNIT.

18.0 PERMITS AND INSPECTIONS

The DG Sets contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for inspection and tests etc. as required at his own cost.

19.0 LICENCES

The contractor shall arrange for obtaining the license and clearances for the operation and approval of drawings for DG Sets / Panel / Chimney etc. as required from the local authorities and statutory bodies at his own cost & nothing extra shall be payable.
20.0 The constructions of proposed Building being in Urban Area, the contractor shall have to make his own arrangements for getting the permission for plying trucks or any Plant & Equipment for execution of works from the Police Department at his own cost. No excuse as to delay in work due to non-availability of permission shall be entertained.

21.0 The work shall be carried out in accordance with the drawings approved by the EPI / SVNIT. Before the commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before the execution of work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and / or incomplete information. Nothing extra shall be paid on this account.

22.0 The contractor shall give performance tests of the entire installation (s) as per specifications and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

23.0 The contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge at Site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-Charge.

24.0 Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers, General conditions of contract, Additional conditions of contract, Technical specifications, Drawing, Schedules, and Annexure & Addendum etc. to tender Document.

General directions and description of work and material are not necessarily repeated or summarized in the Bill of quantities. Reference to the relevant sections of the contract document shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.

25.0 If the Headquarters of successful Contractor are else where other than in SURAT, he shall have a duly Authorized Agent in Surat from the commencement of the work until the building is occupied by the SVNIT. Such agent shall be authorized to act on behalf of the successful Contractor to accept service of notice of contract and to agree to extras, omissions and varied item of works and rates for the same. Such Agent shall maintain on his staff a qualified Engineer approved by the engineer-In-Charge and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful Contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Engineer-In-Charge shall have been previously obtained. If the Engineer-In-charge orders to successful contractor to carry out any rectification under the terms of the contract after the building is completed, the successful Contractor shall carry out the same without any extra costs.

26.0 After completion of installation, testing and commissioning of all the DG Sets as per tender specifications, the Contractor shall, however, provide proper training to the Owner's (SVNIT) employees / representatives for maintenance and operation of DG
Sets free of cost. The contractor shall issue a certificate that the DG Sets operator training is complete and contractor is fully satisfied with the operator's performance, at his own cost & nothing extra shall be paid.

27.0 The contractor has to arrange for inspection of DG Sets and shall obtain completion certificate from the local bodies at his own cost & nothing extra shall be paid.

28.0 CARE OF BUILDING:

Care shall be taken in handling / stocking of material to avoid damage to the building. On completion of the DG Sets installation contractor shall remove all debris and leave the DG Set area and other areas used by him in a clean state.

29.0 TEST CERTIFICATE

All manufacturer’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to SVNIT / EPI.

INSEPTION, TESTING AND ACCEPTANCE:

30.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

For DG sets of capacity more than 200 KVA, testing shall necessarily be carried out at factory / manufacturer’s premises in the presence of the representative of SVNIT / EPI.

For testing, following procedure will be followed:
All major items/ equipments i.e. engine & alternator in assembled condition, associated electrical control panels etc. shall be offered for inspection and testing at factory / manufacturer’s works. The successful tenderer shall give a notice of minimum two weeks for dates proposed for carrying out inspection of such tests. The Engineer-in-charge / or his authorized representative shall witness such inspection & testing at mutually agreed date. The cost of the representative’s visit to the factory will be borne by the Department.

The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make arrangements for the same.

DG Set will be tested on load of unity power factor for the rated KW rating. During testing, each of the D.G. sets covered under scope of work, shall be operated for a period of 12 hours on the rated KW at DG set’s KW rating including one hour on 10% overload after continuous run of the 12 hours. During testing all controls/operations safeties will be checked and proper record will be maintained. Any defect/abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality/failure is noticed during the testing. The DG set will be cleared for dispatch to site only when the testing is declared successful by authorized representative/Engineer-in-charge.
31.0 **INSPECTION DURING INSTALLATION AND FINAL INSPECTION:**

The contractor shall arrange for checking and testing the installation as per specification. Installation shall not be accepted until SVNIT / EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments and materials required for testing shall be the responsibility of the contractor. The final inspection of the installation and testing of DG Sets may be carried out by the statutory authority. Necessary fee if any for inspection shall be borne by the contractor. The taking over of DG Sets after trial run shall be subject to removal of defects, if any, pointed out during the inspection.

32.0 **Trial Run/Running-in-Period**

After successful testing of the DG Set, a trial run at available load will be carried out for 240 Hours or 30 days whichever is earlier. The DG Set will be operated and a log of all relevant parameters will be maintained during this period. The arrangement of staff for trial run/running in period will be made by the successful tenderer. The contractor will be free to carry out necessary adjustments. The DG Set will be said to have successfully completed the trial run, if no break down or abnormal/unsatisfactory operation of any component of the entire installation included in the scope of work of the contract, occurs during this period. After this the DG Set will be made available for beneficial use to SVNIT. After the DG set has operated without any major break down/trouble, it shall be taken over by the department subject to guarantee clause of this contract. This date of taking over of the DG Set, after trouble free operation during the trial run/running-in period, shall be the date of acceptance/taking over.

The contractor shall arrange at his own cost for all staff, fuel, POL and other consumables during Trial run, Commissioning and Running-in-Period upto the date of acceptance. Nothing extra shall be paid on this account.

33.0 **DATE OF ACCEPTANCE:**

Subject to the guarantee clause date of taking over the installation after 30 days of trouble free operation shall be the date of acceptance. Any undue wear and tear of components during the “Running In Period” shall be made good by the contractor free of charge.

34.0 **AFTER SALES SERVICES:**

Contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required. Particular attention shall be taken to ensure that spares are easily available during the normal course of life after installation.

The contractor shall have arrangement to provide on site service at Surat.
35.0 SITE ENGINEER OF CONTRACTOR:

a) Minimum qualifications and experience required for principal Technical rep. and other
minimum Technical staff other than supervisor.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
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<tbody>
<tr>
<td>One Graduate Mechanical / Electrical Engineer-Principal Technical Representative</td>
<td>At least 10 year experience in Installation, Testing and Commissioning of DG Sets</td>
</tr>
<tr>
<td>1 (One) No. Diploma holder in Mechanical / Electrical Engineering</td>
<td>Minimum 3 years Experience in installation, testing and commissioning of DG Sets.</td>
</tr>
</tbody>
</table>

36.0 Welding wherever required in the work like in grill, railing etc shall be done in full length of the contact area and grinding shall be done properly to get an even surface/ SFRC covers for manholes etc, if provided, shall have SVNIT and year of manufacturer as engraved.

37.0 The electrical works shall be executed only through licensed electrician and the agency shall have to submit the valid license of electricians before starting the work.

38.0 It will be the sole responsibility of contractor to obtain all statutory approvals and completion clearance from the all relevant statutory bodies electrical works and for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

39.0 The tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

40.0 Deduction (non-refundable) at the rate of 1% or at the rates as applicable from time to time in the state of Gujarat from gross amount of each Running Bill and from final dues of contractor shall be made towards provision for workers “Welfare Cess Act, 1996”.

41.0 EPI is awarding this Contract on behalf of SVNIT,SURAT. In case M/s. EPI cease to be PMC, the right and responsibility etc. of EPI in the Contract shall get transferred to SVNIT or their nominated agency shall operate this Contract.

42.0 Clause 10.0 of GCC – Retention Money stands modified as under:

Retention Money shall be deducted from each running bill of the Contract as per Clause No. 10.0 of GCC. Alternatively, within 10 (ten) days from the date of issue of letter of Intent (LOI), the Contractor shall submit to EPI an additional Bank Guarantee equivalent to 5% of the Contract value valid upto Installation & Commissioning of Lifts and in that case no retention of money shall be deducted from the running bills.

43.0 Clause No. 16.0 of GCC- Escalation / Price variation: stands modified as under:

All rates as per Bill of Quantities (BOQ) / Price Bid quoted by Contractor shall be firm and fixed for entire Contract period. In the event of any delay in completion of Installation and Commissioning due to the reasons solely attributable to EPI, the price
variation as per IEEMA Price Variation clause shall be applicable for the incomplete portion of work for the delayed period beyond 12 months.

44.0 ARBITRATION

Clause No. 76.1 of alongwith note-

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below

Clause No. 76.2 - ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) - In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute of difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) - Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as in contained in D.O. No. DPE/4/(10)/2001-PMA-GL-1 dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard

Clause No. 76.3 - STANDS MODIFIED AS UNDER:

JURISDICTION:

The courts in Delhi/ New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all matters
MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

REF. : TENDER FOR SUPPLY & INSTALLATION OF DG SETS & SYCHRONISING PANEL FOR MULTISTOREYED BOYS HOSTEL AT SVNIT, GUJARAT.

NIT No. : NRO / CON / 592 / 537

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td></td>
<td>Supply &amp; Installation of DG Sets &amp; Sychronising Panel for SVNIT at Surat, Gujarat</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td></td>
<td>Sardar Vallabhbhai National Institute of Technology at Surat, Gujarat</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 2.5 Lakhs (Rupees two lakh fifty thousand only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs. 1.27 Crores (Rupees one crore twenty seven laces only)</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 5 months (Five Months) in accordance with the time schedule of completion of work in the tender documents.</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>- NIL-</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>- NA -</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Instalments for recovery of Mobilisation Advance</td>
<td>8.0</td>
<td>- NA -</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>150 (One Hundred Fifty) Days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5.00% (Five Percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.</td>
</tr>
</tbody>
</table>
xiii) Retention Money 10.0  **As per Clause 42.0 of ACC:-**
Retention Money shall be deducted from each running bill of the Contract as per Clause No. 10.0 of GCC. Alternatively, within 10 (ten) days from the date of issue of letter of Intent (LOI), the Contractor shall submit to EPI an additional Bank Guarantee equivalent to 5% of the Contract value valid upto Installation & Commissioning of Lifts and in that case no retention of money shall be deducted from the running bills.

xiv) Time allowed for starting the work 43.0  **The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / telex / FAX of Intent of acceptance of tender.**

xv) Defect Liability Period 74.0  **12 (Twelve) Months from the date of taking over of works.**

xvi) Arbitration 76  **Amended**

xvii) Jurisdiction 76.3  Courts in **DELHI / NEW DELHI**

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION  ________________________________

ADDRESS  _______________________________________

_________________________________________

SEAL OF TENDERER
## List of Drawings

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>Title</th>
<th>Sheet No.</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Single Line Diagram</td>
<td>SVNIT- BH- EL-01</td>
<td>01</td>
<td>0</td>
</tr>
</tbody>
</table>
2) Any D.C. can be selected at a time.

Hardware shall be provided for automatic operation.

In case of increase of load one D.C. other D.C. normal (one D.C. D.C. shall be in working condition.

Notes:

1200A FP ACB

Main LT Panel Board 2

D.C. SET 625kVA-2

D.C. SET 625kVA-1