NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Enquiry Number: NLIU/Engg./ElectMaint/May -01 Dated:

E-TENDER NOTICE

FOR

Name of the work: Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal.

AT

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL
Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in
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NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal - 462044

TENDER NOTICE- NLIU/Engg./ElectMaint/April -02

Estimated cost of work (exclusive of GST)- Rs. 16,97,032-.

Online tenders are being invited by the National Law Institute University for the following work as per tender specifications and bids have to be submitted online on Portal https://mptenders.gov.in as per the key dates in the notice published on the above website from eligible firms/contractors of repute, registered in any **Central/State Govt. department PWDs**:

Sr. No	Tender Reference Number	Name of the Work	Tender Cost including GST @18%. (In Rupees)	E.M.D (In Rupees)	Date of downloading the Tender documents and Date of submission of tender documents	Due date of opening of tender document.
1	NLIU/Engg/Elect Maint/May-01	Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal.	2,360/- (Non-Refundable)	85,000/-	05.05.2026 25.05.2026	26.05.2026

NOTE: -

(1) Other details can be seen in the complete tender documents which shall be made available on e-portal https://mptenders.gov.in and www.nliu.ac.in/tenders and can be downloaded from the portal.

(2) The bid data should be filled online and the documents which are to be uploaded by the bidders should be submitted online within time schedule (Key Dates).

(3) The relevant portion of tender which tenderer have to fill online would be available on above website as per date mentioned in the tender document. The university reserves the right to reject any or all the tender or accept any tender in full or part as considered advantageous to the university, whether it is lowest or not, without assigning any reason whatsoever it may be.

(4) Since the online bidders are required to sign their bids online using class III Digital Certificates only, hence they are advised to obtain the same at the earliest.

(5) The bidders are required to invariably upload the documentary evidence of submission of **EMD/TENDER COST in Envelope- A** and in **Envelope – B (Technical Bid)** & if they are technically qualified then the **Envelope - C (Financial Bid)** shall be opened.

(6) No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the offer shall be rejected.

(7) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website: https:/mptenders.gov.in & also on university website http://www.nliu.ac.in/tenders and will not be published in newspapers. Hence, participant bidders are advised to regularly visit the websites for latest information in this regard. The university shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due dates.

(8) No physical submission of Bid is required. The date of opening of Technical Bid shall be the date of opening of tender for all the purpose.

(9) The Tender document will be available on the portal on or before from **05/05/2026 to 25/05/2026 upto 15:00 Hours.** The interested bidders are advised to regularly visit the portal for purpose.

(10) If any of the above happen to be a holiday, the next working day will be the due date.

INDEX

Name of the work: Electrical Maintenance Work of 33 KVA Sub-station at National Law Institute University, Bhopal.

Sr. No.	Particulars
1	Introduction
2	Index
3	Information and instructions for Tenderer for e-tendering.
4	Notice Inviting Tender
5	Item Rate Tender & Contract for Works
6	Schedules
7	Particular and Specification condition of work.
8	Additional Conditions of Contract
9	General terms and Conditions
10	Special Conditions for safety at work site
11	List of approve make
12	Integrity Bond
13	Draft Agreement
14	Letter of Transmittal
15	Certificate of financial turnover from Chartered accountant **(Form-A)**
16	Certificate of Form for Certificate of Net worth from chartered Accountant **(Form-B)**
17	Details of all works of similar nature completed during last 7 years **(Form-C)**
18	Performance report of works referred in Form C **(Form-D)**
19	Structure & Organization **(Form-E)**
20	Format for undertaking for site inspection **(Form-F)**
21	Undertaking for GST registration certificate **(Form-G)**
22	Certificate and declaration: Non-Blacklisting of Firm **(Form-H)**
23	Schedule of Quantities

Certified that this NIT containing _____ to _____pages is prepared for the above noted work.

INSTRUCTIONS FOR TENDERERS FOR e-TENDERING FORMING PART OF BID DOCUMENT.

The Registrar, NLIU, Bhopal on behalf of the Vice-Chancellor, NLIU Bhopal invites online item-rate bids for following work from eligible firms / contractors of repute in two bid system.

Sl. No.	Description	Details
1	NIT NO.	NLIU/Engg./ElectMaint/May-01
2	Name of work & Location	Electrical Maintenance Work of 33KVA Sub-station at NLIU, Bhopal.
3	Estimated cost put to tender	Rs.16,97,032/- exclusive GST @18%.
4	Earnest Money @ 05% of the estimated cost.	Rs. 85,000/-
5	Tender Processing fee (Non-Refundable)	Rs. 2360/-
6	Period of Completion	60 Days.
7	Last date & time of online submission of bid.	25.05.2026 , upto 15:00 Hours.
8	Date & time of online opening of documents (Technical bid)	26.05.2025 at 15:00 Hours.

INSTRUCTIONS TO THE BIDDERS

1. The contractor submitting the tender should read the schedule of quantities, additional condition, additional specification, particular specification and other terms and condition given in the NIT and drawing. The tenderer should also read the General condition of contract for CPWD works 2020 for Construction works with correction slips upto Circular Nos. DG/CON-Construction-2020/337 dated 13.04.2023 and Circular No. DG/CON/Misc./15 dated 28.05.2021 (To the extent applicable for Construction contract), which is available as Government of India Publications. However, provisions included in the tender document shall prevail over the provisions contained in the standard form. The set of drawings if applicable shall be borne by the contractor from the structural engineer without any additional cost and NIT shall be available with the university engineer NLIU, Bhopal. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. The following conditions, which already form part of the tender conditions, are specially brought to the notice of tenderer for compliance while filling the tender. They are requested to comply following instructions:

   i) Tenders with any condition including that of conditional rebate shall be rejected forthwith.

   ii) Tenderer must ensure to quote item rate.

   iii) EMD will be adjusted in the security deposit and the same will be released after completion of defect liability period.

   iv) Labour Cess, GST etc. or any other taxes as may be applicable shall be borne by the contractor. The tenderer shall quote the item rate considering all such taxes and nothing extra shall be paid.

   v) All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, TDS on Income tax, TDS on GST, Labour welfare cess etc. or any other statutory

recovery as per Government norms at the prevailing rates and in the manner prescribed by Government.

2. The firm / contractor who fulfil the following requirements shall be eligible to apply.
Joint ventures are not accepted.

(a) Should have satisfactorily completed 33 KVA or above sub-station maintenance work

One work in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organizations, costing not less than the amount equal to 80% of the estimated cost put to tender.

OR

Two works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organizations each costing not less than the amount equal to 50% of the estimated cost put to tender.

OR

Three works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organizations each costing not less than the amount equal to 40% of estimated cost put to tender.

(b) The bidder should enclose self-attested GST, and PAN no. of concerned Government authorities.

(c) Copy of Certification of Incorporation/ Registration of firm

(d) The bidder should enclose 'A' class electrical license issued from the concerned government authority.

(e) The contractor shall be registered in CPWD / MPPWD Class A Electrical Work.

(f) **Turnover:** Average annual financial turnover should be at least 50% of the estimated cost put to tender during last three consecutive financial years.CA Certified last 03 years IT returns to be uploaded.

3. Every page of the documents submitted by the applicant / firm shall be numbered & bear the stamped signature of the firm.

4. The intending bidder must read the terms and conditions of NIT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

5. Information and instructions for bidders posted on website shall be form part of bid documents.

6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost www.nliu.ac.in/tenders . The press notice can also be seen on www.nliu.ac.in & www.mptenders.gov.in.

Applicants are advised to keep visiting the above-mentioned websites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.

7. Integrity pact of the bid document shall be signed between NLIU authority and the successful bidder after acceptance of the bid.

8. Site of work is available.

9. Intending bidders are advised to inspect and examine the site and its surroundings and safety themselves before submitting their tenders as to the nature of the ground and sub soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and

in general shall themselves obtain all necessary information as to risks, contingencies and of the circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plant, water, electricity, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specification of the work to be dome and of condition and rates at which store, tools and plant etc. will be issued to him by the Government and local condition and other factors having a bearing on the execution of the work. It is specifically made clear that no labour shall be allowed to stay in the campus of NLIU Bhopal & therefore no hutment shall be allowed to be built for this purpose. Any provision in this context existing otherwise in the document elsewhere may be treated as "deleted".

10. The tender shall be accepted only through online tendering process and all details pertaining to the tender and guidelines for tendering are available on the website www.mptender.gov.in.

11. **The successful tenderer shall submit stamp papers with stamp duty of value as decided by Government of M.P. time to time for preparation of contract agreement.**

12. Information and instruction for bidders posted in website shall form part of bid document. List of documents to be filled by the contractor in various forms as indicated below, to be scanned and uploaded within the period of bid submission:

Sl. No.	Particular
1	Certificate of financial turnover certified from CA
2	Site Visit: The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment. Note: Undertaking regarding visit of site of work to be scanned and uploaded at the time of submission of bid
3	Undertaking for GST registration Certificate of the State i.e. other than (Madhya Pradesh) -
4	Certificate and declaration: Non blacklisting of firm
5	Certificate of registration of **GST**.
6	Integrity Agreement
7	Letter of Transmittal
8	Copy of **PAN**.

This tender document can also be seen on Institute website www.nliu.ac.in/tenders and www.mptenders.gov.in.

Registrar
National Law Institute University
Email: nliu@nliu.ac.in .

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Kerwa Dam Road, Bhopal-462 044

Notice Inviting Tender

1.) The Registrar, NLIU, Bhopal on behalf of the Vice-Chancellor, NLIU Bhopal invites online item-rate bids for following work from eligible firms / contractors of repute in two bid system.

Name of work	Estimated Cost	Earnest Money	Period of Completion
Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal	Rs. 16,97,032/- exclusive of GST.	Rs. 85,000/-	60 Days.

1.2 Criteria for Eligibility:

1.2.1 Experience of having successfully completed **33 KVA or above sub-station maintenance work** during the last three years ending previous day of last date of submission of tenders.

(a) i.) **Should have satisfactorily completed**

One work in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organizations, costing not less than the amount equal to 80% of the estimated cost put to tender.

OR

Two works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations each costing not less than the amount equal to 50% of the estimated cost put to tender.

OR

Three works in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations each costing not less than the amount equal to 40% of estimated cost put to tender.

(b) The bidder should enclose self-attested GST, and PAN no. of concerned Government authorities.

(c) Copy of Certification of Incorporation/ Registration of firm

(d) The bidder should enclose 'A' class electrical license issued from the concerned government authority.

(e) The contractor shall be registered in CPWD / MPPWD Class A Electrical Work.

(f) **Turnover:** Average annual financial turnover should be at least 50% of the estimated cost put to tender during last three consecutive financial years. CA Certified last 03 years IT returns to be uploaded.

2.) Agreement shall be drawn with the successful tenderer on prescribed Form which is available as a Govt. Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

The successful tenderer shall submit stamp papers with stamp duty of value as decided by Government of M.P. time to time for preparation of contract agreement.

3.) The time allowed for carrying out the work will be **60 days** from the date of start as or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the Tender documents.

4.) The site for the work is available.

5.) Contractor shall understand the site condition and details of the works to be executed and shall prepare the shop drawing and get it approved from the Engineer-In-Charge. If layout drawing is required, he shall himself arrange and submit the same in writing to the Engineer-In-Charge.

6.) Tender document consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of contract to be complied with by the contractor whose bid may be accepted and other necessary documents can be seen free of cost from university website www.nliu.ac.in/tenders.

7.) The Eligibility cum Technical bid shall be opened first. The Financial bid shall be opened of those bidders who qualify in the eligibility of technical bid. The time and date of opening of financial bid of the eligible bidder shall be communicated later date through website www.mptenders.gov.in. The institute shall not accept any loss or delay in transit as an excuse for late tendering.

8.) The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:

a) The bidder is found ineligible after opening of tender.

b) The bidder does not upload all the documents like completion certificates and other required documents as stipulated in the NIT document. It is mandatory to upload scanned copies of all such documents.

9.) In case of any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the university shall, without prejudice to any other right or remedy, be at liberty to take action to debar the contractor. Further the tender shall not be allowed to participate in the re-tendering process of the work.

10.) Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & Plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. (if any) will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11) Specifications: CPWD specification-2019 (Vol.-I & II) for Civil and General Specifications for Electrical works (Part–I–Internal) 2013 and (Part-II External) 1994 with correction slips issued upto last date of submission of bids.

12) General Conditions of Contract: Work shall be executed in accordance with the General conditions of the contract for CPWD Works 2020 for General condition of contract for CPWD works 2020 for Construction works with correction slips.

13) Copies of documents pertaining to the works will be open for inspection by the tenderer at the office of the NLIU, Bhopal.

14) Tenderer/Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders, the form and nature of the site, the means of access to the

site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender, tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer/Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & Plants, water, electricity, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of Tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be and local conditions and other factors having a bearing on the execution of the work.

15) Tenderer / Bidders are not allowed to make additions and alternations in the tender document. Any additions and alterations, if incorporated in the tender, shall be liable for rejection.

Conditional tenders violating of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reason. Tenders with conditional rebate etc. shall be summarily rejected.

16) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.

17) The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

18) The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of technical bid. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of technical bid.

19) All items to be of CPWD approved make only.

20. All work to be carried out as per CPWD approved procedure and practice.

Registrar

SCHEDULES

SCHEDULE 'A' Schedule of quantities –

SCHEDULE 'D' Extra schedule for specific requirements / documents for the work, if any: Nil

SCHEDULE 'E' Reference to General condition of contract for CPWD works 2020 for Construction works with correction slips upto Circular Nos. DG/CON-Construction-2020/337 dated 13.04.2023 and Circular No. DG/CON/Misc./15 dated 28.05.2021 (To the extent applicable for construction contract).

Name of work: Electrical Maintenance Work of 33 KVA Sub-station at NLIU Bhopal.

Estimated cost of work: Rs.16,97,032/- exclusive GST

Earnest Money: Rs.85,000/-

Defect Liability Period: 36 months.

Security Money 5% of the value of the work done for the period of defect liability period

SCHEDULE 'F'
General Rules & Directions:
Office Inviting Tender : Registrar, NLIU Bhopal

Clause 1:

Time allowed for submission of performance Guarantee, programme chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	**Not Applicable**
Clause 2: Authority for fixing compensation under clause	Registrar, NLIU Bhopal

Clause -7A: No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BCOW welfare board, whatever applicable is/are submitted by the contractor to the Engineer-in-charge, if applicable.

Clause : 10A List of testing equipment to be provided by the contractor at site lab – As per work requirement

Clause 18: List of Mandatory machinery, tools and plants: As per Particular Specification to be deployed by the contractor at site and Special Conditions of NIT. Note: The list of machinery, tools & plants to be deployed by the contractor at site are minimum. The contractor shall deploy additional machinery, tool & plants in order to maintain the progress of the work without any extra cost to the department

Particular Specification and Special Conditions

1. **ASSIGNMENT & SUBLETTING:**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Registrar. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Registrar and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of subcontractor, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

2. **SCOPE OF CONTRACT:**

The scope of work consists of Schedule of Quantities (SOQ) & other provisions in this document which shall be part of contract agreement with provision of all labour, materials, constructional plant, equipment and transportation, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract. The contractor shall make his own arrangements for the safe storage of materials, accommodation for his staff etc. and no claim for the temporary accommodation from the contractor shall be entertained.

The contractor shall carry out and complete the said work in every respect in accordance with this contract and as per the directions and to the satisfaction of the Engineer in-charge. Issue of further drawings and / or written instructions, detailed directions and explanations which are hereinafter collectively referred to as instructions of the Engineer in-charge regarding:

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or specifications.
c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
d) The dismissal from the works of any persons employed there upon.
e) The opening up for inspection of any work covered up.
f) The amending / making good of any defects.

The contractor shall forthwith comply with and duly execute any instructions of work comprised in such Engineer in-charge's instructions, provided always that the verbal instructions and explanations given to the contractor or his representative upon the works shall, if involving a variation, be confirmed in writing by the contractor within seven days and if not dissented in writing within a further seven days by the Engineer in-charge, such shall be deemed to be instructions of the Engineer in charge within the scope of the contract.

3. **CONTRACT DOCUMENT:**

3.1 The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-charge who shall thereupon issue to the contractor its interpretation directing in what manner the work is to be carried out.

3.2 The successful tenderer shall be required to enter into an agreement with the University. The Schedule of Quantities & rates filled by the successful tenderer there in, the General conditions of contract for CPWD works 2020 for Maintenance works with correction slips upto Circular No. DG/CON-Construction-2020/337 dated 13.04.2023 and Circular No. DG/CON/Misc./15 dated 28.05.2021 (To the extent applicable for maintenance contract), CPWD specifications for Civil & Electrical Works, the Special conditions, additional specifications, minutes of the pre bid conference, negotiation letter and the award letter etc. shall form part of the agreement to be signed by the successful tenderer. The cost of stamp paper and stamp duty, required for the agreement, shall be borne by the contractor.

4. The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

5 The Contractor(s) shall take instructions from the Engineer -in-charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. However, if any change is required, the same shall be done with the approval of Engineer-in-Charge & no extra payment shall be made on this account.

6 Contractor(s) shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and other related services drawings.

7 The work shall be carried out in accordance with the Architectural drawings and structural drawings. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer before execution of the 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 and no claim whatsoever shall be entertained on this account.

8 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

9 The Architectural drawings, if any given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixing involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.

10 The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording including photographs, slides, audio-videography etc. and nothing extra shall be payable to the contractor on this account.

11 The contractor shall be fully responsible for the safe custody of materials brought by him at site / issued to him even though the materials may be under double lock and key system. The contractor has to make his own arrangement like shed enclosure etc. for keeping the material, providing security etc. The contractor shall be allowed to make temporary structures for cement godown, installation of batch mixing plant, stores, labs, offices, sheds & labour huts etc. The contractor shall remove all the structures erected by him necessary for the execution of the work, after completion of the work and clean the site removing all structures and temporary hutments in all respect as per the direction of Engineer-in-charge.

12. SITE INSPECTION:

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their offer. Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & Plants, water, access facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of bid by a bidder implies that he has read the Bid documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. (if any) will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work. The contractor carrying out this work shall strictly abide by the Municipal/State regulations as well as any security regulations imposed by the Department/Police Authorities/ Local Authorities, from time to time, regarding trans-shipment of equipment, operations, drainage, security etc. wherever applicable.

13. MATERIALS AND WORKMANSHIP:

All materials used shall conform to the requirements of materials specified in this specification. Where material requirements are not specified, they shall conform to the applicable standards and codes approved by the Department. All materials shall be new, free from defects and of good quality in all respects as per the prescribed specifications. Parts shall be free from flaws and objectionable imperfections and shall be machined true in a workman like manner. No deviations from the specified materials are permissible. Wherever materials are not specifically called out, they shall be properly selected by the contractor to the best standards for the particular application and with the prior approval of the Department.

14. STANDARDS & CODES:

The design, manufacture and performance of tendered material/equipment shall comply with all currently applicable statutory regulations and safety codes in the locality where the material/equipment will be installed. The material shall also conform to the requirement of the latest editions of applicable IS/BIS Standards. The contractor shall refer to the relevant sections of this specification for material/equipment standards and codes. Nothing in this specification shall be construed to relieve the contractor of his responsibility.

15. RATES:

The rates quoted by the bidder, shall be firm and inclusive of all taxes, and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities/ obligations and clearance from local authorities. However, the fee to be paid to local bodies/statutory bodies in context with the inspections shall be borne by the department.

16. Defect Liability Period:

16.1 All materials/installations shall be guaranteed by the contractor for a period of 03 years from the date of completion of work, against unsatisfactory performance of the installations and/or any break down/ failure due to defective design, poor quality of material and/or bad workmanship. The material or equipment or any other part thereof so found defective during guarantee period shall forthwith be repaired or replaced free of cost, to the satisfaction of the Engineer. In case it is felt by the department that undue delay is being caused by the contractor in doing so, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding.

16.2 No inspection & clearance either in verbal or written shall relieve contractor of his responsibility & guarantee.

17. **VALIDITY**:

Bids should be kept open for acceptance for at least 90 days from the date of opening of technical bids. Those who do not agree for a validity of 90 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances beyond control, if the bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

18. TERMS OF PAYMENT:

18.1 Payment shall be made after supply, installation, testing and commissioning of items. Also, the payment shall be made only for the quantities and items executed on actual basis on the specified rates and on the instruction of Officer-In-Charge.

19. Recovery of Security Deposit:

The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit the university at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by the University by way of security deposit unless he/they has / have deposited the amount of security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipt. In case a fixed deposit receipt of any Bank is furnished by the contractor to the university as part of the security deposit and the bank is unable to make payment against the said fixed deposits receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the university to make good the deficit.

19.1 The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank which shall be released on expiry of defect liability period / guarantee period.

20 GENERAL REQUIREMENTS:

20.1 **Coordination with other agencies:** The Contractor shall be responsible to co-ordinate with other agencies working at site. The Contractor will have to carry out changes / modifications, if any, required due to lack of coordination with other agencies at his cost.

20.2 **Site Supervision:** The Contractor shall engage sufficient qualified and experienced site staff to execute the works. Registered and licensed trade persons shall be employed under the direct employment of the contractor and shall be full time on site to supervise the works. The decision of the Engineer as to what constitutes this necessity shall be final and binding.

20.3 **Personal to be technically qualified:** The services of licensed electrical engineers, professional engineers and suitably appropriate qualified licensed workers/supervisors shall be engaged to assume full responsibilities for all engineering matters. These personnel shall be available to attend meetings, discussions, inspections, and the like as requested by the Engineer and for any charging/commissioning of electrical equipment/installations, switchboards and other equipment/ systems. Upon completion of the contract works, the licensed electrical engineer/supervisor and professional engineers shall furnish completion and inspection certificates for the respective parts of the works to the Engineer-In Charge to certify that all the works are in full compliance with the prescribed specifications, drawings, and standards.

21. Inspection at Manufacturer's Works Owners reserve the right to depute their representative for inspection of the tendered material for witnessing tests as per relevant standards at manufacturer's works prior to dispatch of the material to site at NLIU Bhopal. The contractor is required to offer the material for inspection at the manufacturer's works before dispatch as per the relevant national/international standards along with pre-dispatch routine test results/report. The contractor shall give sufficient advance notice of minimum 10 days regarding readiness of material and the dates proposed for witnessing required tests and inspections to the engineer-in-charge or his authorized representative and to facilitate his presence during inspection and testing. The university at his discretion may depute their representatives to witness such testing and/or inspection. The materials duly inspected by engineer-in-charge, or his authorized representative shall 32 be dispatched to site by the contractor after issue of dispatch clearance by the engineer-in-charge. Inspections and tests at the works of the manufacturer do not relieve the Contractor of his responsibility for the defects or other failures discovered /noticed in the material during the execution of the contract .and to meet the contract requirements. The contractor has to ensure the supply of material strictly as per the prescribed specifications.

22. Period of Completion: 60 days

22.1 "As New" Conditions At the time of handing over of the contract works after the maintenance period, the whole installation shall be in 'as-new' condition. The Contractor shall, during the course of the contract, protect all plants and equipment and shall restore/repaint as necessary before completion of the contract.

22.2 **Departures:** No deviation/departure from the terms and conditions shall be acceptable.

23. **Taxes**: All taxes as per prevailing notification of Central / State Government shall be recovered from the contractor's bill.

24. **Supply of Material**:

24.1 Merely a provision in the schedule of quantities does not entail the contractor to supply the item. The contractor has to supply the quantity of material actually required for use on work as per the approved drawings. If at any point of time it comes to the notice that any of the items supplied by

the contractor & paid by the Institute is not required for use on work, the amount shall be recovered suo-moto and no claim shall be entertained on this account.

24.2 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, the same shall be payable to the contractor. The contractor shall work out the cost and the same shall be approved by Engineer-in Charge. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

24.3 The Contractor shall be responsible for the watch and ward / guard of the building's safety, fittings and fixtures & protection of flooring doors & windows etc. provided by him/ supplied to him against pilferage and breakage during the period of installations and thereafter till the entire work as per agreement is physically handed over to the department. No extra payment shall be made on this account.

24.4 If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the department along with necessary issue of material under joint custody.

25 SAFETY, HEALTH, AND ENVIRONMENT

25.1 The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers hoarding written in English and Hindi. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work. In case of any accident of labour / contractual staff the entire responsibility will rest on the part of the contractor and any compensation under such circumstances if becomes payable the same shall be entirely born by the contractor and department shall have no role on this account.

25.2 The contractor is required to follow the CPWD/MPPWD Safety code as prescribed in the General conditions of contract for CPWD works 2020 for Maintenance works with correction slips upto Circular Nos. DG/CON-Construction-2020/336 dated 22.12.2022 and Circular No. DG/CON/Misc./15 dated 28.05.2021 (To the extent applicable for maintenance contract).

25.3 The contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipment. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every workplace and approach there to, shall be provided by the contractor before starting the actual operations at night.

25.4 Hazardous and / or toxic materials such as solvent coating or thinners shall be stored in appropriate containers.

25.5 All hazardous materials shall be labelled with the name of the materials, the hazards associated with its use and necessary precaution to be taken.

25.6 Contractor shall ensure that during the performance of the work, all hazard to the health of personnel, have been identified, assessed and eliminated.

25.7 Appropriate personal protective equipment such as helmets, gloves, goggles, aprons, safety belts etc. shall be provided to the workers employed at the work site as per the requirement and exposure to the hazardous materials or locations.

25.8 The contractor must follow the model rules for the protections of the health and sanitary arrangement for the workers as provided in the General conditions of contract for CPWD works 2020 for Maintenance works with correction slips upto Circular Nos. DG/CON-Construction-2020/337 dated 13.04.2023 and Circular No. DG/CON/Misc./15 dated 28.05.2021 (To the extent applicable for maintenance contract).

25.9 The contractor shall provide first aid facilities, drinking water facilities, washing facility, Latrines and urinals, shelter during rest, crèches, canteens, anti-malarial precautions, preventive action for communicable diseases, proper drainage, sewerage, etc. in compliance of model rules for the protection of Health and Sanitary arrangement for the workers.

25.10 The wages of the labour shall be paid as per the guidelines provided in the CPWD/MPPWD contractor labour regulations.

25.11 The contractor has to keep a record of all the workers employed at site, make daily attendance along with the location of the work and follow the CPWD contractor's labour regulation. All the labour record shall be made available for inspection and verification to the Engineer-in-charge or his authorized representative as and when required.

26 RISK FROM ELECTRICAL EQUIPMENT

26.1 The contractor will comply the relevant industrial electrical safety legislation.

26.2 The contractor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to person or the public.

26.3 All necessary fencing and lights will be provided to protect the public.

26.4 All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected, and properly maintained as per IS provision and to the satisfaction of the Engineer.

27 QUALITY ASSURANCE:

27.1 The contractor shall establish, document, and maintain and effective quality assurance system as outlined in the specifications and various codes and standards.

27.2 The bidder shall understand scope of the balance work, drawing, specifications and standards etc. attached with the tender or to be followed and shall seek clarification, if any before submission of the tender.

27.3 The quality assurance system plans / procedures / method statement to be followed shall be furnished in the form of quality assurance manual. It should cover quality assurance, plan procedure, specifications, frequency of the inspection, testing, acceptance criteria, method of sampling, testing etc to be followed for quality and the details of the personal responsible. It is obligatory on the bidder to obtain the approval of every quality assurance documents with Engineer-in-charge before he starts using particular document for execution of work.

27.4 The approval of quality assurance by Engineer-in-charge does not absolve the contractor of the contractual obligations towards executing the work as per the laid down the specification of the work.

27.5 The contractor shall produce the quality control, records, on the formats approved by Engineer in the quality assurance plan.

27.6 The contractor shall ensure towards the enforcement of quality assurance plan by his all-specialized agencies as approved by the Engineer.

27.7 The Engineer-in-charge reserve the right to inspect/ witness, review any or stages of the work at shop / site as deemed necessary for quality assurance and / or timely completion of work.

27.8 The contractor must ensure the deployment of quality assurance and quality control engineer (s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all codes requirements. In case Engineer-in-charge feels that contractor's QA/Q Engineer(s) are incompetent or insufficient, contractor must deploy other experiences Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-charge.

27.9 The contractor is required to review the quality assurance program at all appropriate stages to ensure the quality, completion of activities in time etc. and if required should deploy additional manpower and resources to ensure the quality and timely completion of the project.

27.10 If the contractor fails to deploy the quality assurance team, the necessary recovery shall be made from the contractor's bill as per the rates, if any.

27.11 The contractor shall be fully responsible for the safe custody of materials brought by him / issued to him even though the materials may be under double lock and key system.

27.12 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work. The sealed samples are to be handed over to the approved testing lab by contractor at his own cost.

28 TESTING OF MATERIALS:

28.1 Mandatory Tests as per frequency prescribed in applicable CPWD/MPPWD specifications / Specification of the OEM are to be carried out in field / approved laboratory by the contractor at his own cost. The records for such testing shall be maintained by the contractor in prescribed Performa approved by the Engineer.

28.2 Submission of copy of all test registers along with each alternate running account bill and final bill is mandatory, if any.

29. **Tool & Plants** The contractor shall, at his own cost and risk, provide and operate all the required equipment, T&P and machinery as required at site. Nothing extra whatsoever shall be payable on this account. All the equipment, T&P and machinery shall be kept in good condition. In case the requirement at any stage exceeds that given above the same shall be arranged as per need by the contractor at his own cost.

30. **Dispute Resolution**:
Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the

work or after the cancellation, termination, completion or abandonment thereof shall be dealt firstly with Office of Registrar NLIU, Bhopal. If not satisfied then,

Final jurisdiction by Hon'ble Courts: After exhausting the aforesaid remedies of dispute settlement, all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and only Courts in Bhopal / M.P shall have jurisdiction to determine the same

ADDITIONAL CONDITION OF CONTRACT

1. The entire work shall be carried out conforming to relevant Indian Standards, Code of practice and as directed by Engineer.
2. All material used in the installation shall conform to relevant Indian Standard specifications wherever they exist. In case where there is no Indian Standard available, the item shall conform to specifications approved by the Engineer.
3. All Electrical installations shall comply with required Indian Electricity Act 1910 as amended and Indian Electrical Rules, 1956 as amended upto date and as per rules and regulations of M.P. State Electricity Board and to the requirement of Local Bodies and Electrical Inspectorates/Central Electricity Authority Regulations.
4. Work shall be done as per specifications attached with tender documents, CPWD Specification-2019 (Vol.-I & II) for Civil and General Specifications for Electrical works (Part–I–Internal) 2013 and (Part-II External) 1994 with correction slips issued upto last date of submission of bids and specification attached with tender documents & as per relevant IS/BS/IEC codes.
5. The contractor shall make his own arrangement of water supply at site as required for execution of work.
6. The contractor shall finalise the layout of work physically at site as per the proposed scheme in the tender and obtain approval of working/shop drawings from the competent authorities of the institute before placing order of materials. The quantity of material purchased for the work should be commensurate to the actual requirement of the work.
7. The contractor shall be fully responsible for any loss/theft, if caused to the installations and other material till the date of charging/commissioning and handing over the installations to NLIU Bhopal.
8. Quantity mentioned in the BOQ is indicative. The same should be procured commensurate to the actual requirement at site / as per the direction of engineer.

---------XXXX---------

General Terms & Conditions

1 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.

2 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.

3 The work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer and nothing extra shall be paid.

4 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

Special conditions for Safety at the work site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Smoking is strictly prohibited at workplace.
2. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers, and operators are no exception.
3. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
4. No one is allowed to work without adequate foot protection.
5. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding, and gas cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
6. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
7. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
8. Adequate illumination at workplace shall be ensured before starting the job at night.
9. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
10. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

11. Material shall not be thrown from the height. If required, the area shall be barricaded, and one person shall be posted outside the barricading for preventing the trespasser from entering the area.
12. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.
18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthling for welding works.
20. Return cables shall be used for earthling.
21. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oil spills while transferring / storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

To,

……,

……,

……

Sub: NIT No.: NLIU/Engg./ElectMaint/May-01 dated …… for the work **"Electrical Maintenance Work of 33 KVA Sub-station work at NLIU, Bhopal."**

Dear Sir,

It is here by declared that NLIU Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Tenderer will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/Tenderer will stand disqualified from the tendering process and the bid of the Tenderer would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NLIU Bhopal.

Yours faithfully,

Registrar
National Law Institute University, Bhopal

To,

Registrar

NLIU Bhopal

Sub: Submission of Tender for the work of **"Electrical Maintenance Work of 33KVA Sub-station at NLIU, Bhopal."**

Dear Sir,

I/We acknowledge that NLIU Bhopal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NLIU Bhopal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NLIU Bhopal shall have unqualified, absolute and unfettered right to disqualify the tenderer/Tenderer and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Tenderer)

To be signed by the Tenderer and same signatory competent / authorised to sign the relevant contract on behalf of NLIU Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this .....day of ..... 20.....

BETWEEN
Vice Chancellor, NLIU Bhopal,

AND
..... (Name and Address of the Individual/firm/ Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

"Tenderer/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. .....) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for.....
(Name of work) hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Tenderer(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury

may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

i. If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day's notice to the contractor shall have powers to disqualify the Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.

3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.

3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the Tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Tenderers, till the Contract has been awarded.
If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NLIU.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....	.....
(For and on behalf of Principal/Owner)	(For and on behalf of Tenderer/Contractor)

WITNESSES:

1.	2. .....
(signature, name and address)	(signature, name and address)

Place:
Date:

DRAFT AGGREMENT

AGREEMENT made this _____ day of _____ Two Thousand _____ between the NATIONAL LAW INSTITUTE UNIVERSITY Bhopal and M/s _____ (Hereinafter referred to as "The Contractor") which expression shall include his/their respective heirs, executors, administrators and assigns of the other part.

WHEREAS the University is desirous for "_____" and has caused drawings and specifications describing the work to be done and WHEREAS the said drawings as per list attached, the specifications, the priced Schedule of Quantities the conditions of tender and the conditions of contract have been signed by or on behalf of the parties hereto AND WHEREAS the contractor has agreed to execute upon and subject to the condition set forth (herein after referred to as 'the said conditions') the work shown upon the said drawings and described in the said specification and the said priced Schedule of Quantity 'at the respective rates mentioned in the priced Schedule of Quantities.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as herein after provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawing and such further detailed drawings as may be furnished to him by the said Institute and described in the said specification, and the said priced Schedule of Quantities.

2. The University shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.

3. Time is the essence of the agreement. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as per clause 2 of the condition of the contract as decided by the competent authority of the Institute in writing which shall be final and binding on the contractor.

4. The Drawings, specifications and priced Schedule of Quantities above mentioned shall form the basis of this contract and the decision of the Director or Arbitrator or Umpire as mentioned in the conditions of the Contract in reference to all matters of disputes as to material, workmanship or account and as to the intended interpretation of the clause of this agreement or any other document attached here to shall be final and binding on both parties and may be made a rule court.

5. The said contract comprises the work above mentioned and all the subsidiary work connected therewith the same site all may be ordered to be done from time to time by the institute even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities.

6. The institute reserves the right altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.

7. The said conditions and appendix there to shall be read and construed as forming part of this agreement and the parties here to will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.

8. All other disputes and differences except as excluded by clause 2 shall be referred to arbitration as per clause 25 of the said conditions of contract. The provision of the Arbitration & Conciliation Act 1996 (26 of 1996) or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force shall apply to Arbitration proceedings under this clause.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and only courts in Bhopal shall have jurisdiction to determine the same.

10 The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Registrar

For and on behalf of NLIU

In the presence of:

1.

2.

Contractor

LETTER OF TRANSMITTAL

From:
(Full Address of the Applicant)

To:
Registrar
National Law Institute University
Bhopal-462 044

SUB: Submission of Tenders for the work of "**Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal.**"

Sir,
Having examined the details given in Notice Inviting tender published relevant information.

1. I/We hereby certify that all the statements made and information supplied statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility document and have no further pertinent information to supply.
3. I/We submit the following certificates in support our suitability, technical knowledge & capability for having successfully completed the following eligible similar works:

Sl.No.	Name of work:	Certificate from

Certificate:
It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified in case any information furnished by me/us found to be incorrect.

Enclosures: nos.

Date of submission:

Signature (s) of Tenderer(s)

Structure & Organisation

1.	Name and address of Tenderer	
2.	Telephone No. / Fax No. / email address	
3.	Legal status of the Tenderer (Attach copies of original document defining the legal status). The applicant is : a) An individual b) A proprietary firm c) A Firm in partnership d) A limited company or corporation	
4.	Particulars of registration with various Govt. bodies (Attach attested photocopies) a) Registration Number b) Organisation / Place of registration c) Date of validity	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7	Has the Tenderer or any constituent partner in case of partnership firm Limited Company/Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	Any other information considered necessary but not included necessary but not included above.	

Signature of Tenderer(s)

FORMAT FOR UNDERTAKING FOR SITE INSPECTION

To
The Registrar
National Law Institute University
Kerwa Dam Road Bhopal

I/we hereby give an undertaking for the given work as follows:

Sub: NIT No.: NLIU/Engg./ElectMaint/May-01 dated ..... for the work
"Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal.".."

I/we have inspected and examined the site and its surroundings is / are satisfied before submitting our bid as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation I/we may require and in general shall myself / ourselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid. I/we shall be deemed to have full knowledge of the site whether I/we inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. I/we shall be responsible for arranging and maintaining at our own cost, all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by a I/we implies that I/we have read this notice and all other contract documents and has made myself/our self- aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Place:
Date:

Yours faithfully
(Signatures of Bidder(s))

Undertaking for GST registration Certificate of the State i.e. other than (Madhya Pradesh)

"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by the institute, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by the institute or GST department in this regard".

Seal & Signature of the bidder(s)

CERTIFICATE & DECLARATION: non blacklisting of firm

(Note: To be submitted on the letter head).

It is certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NLIU, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLIU, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future at least 1 years.

I / We assure the University that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date: Signature of the Tenderer

Place: Stamp

SCHEDULE OF QUANTITY

Name of work: Electrical Maintenance Work of 33 KVA Sub-station at NLIU, Bhopal.

Name of the Agency:

BILL OF QUANTITIES

Sr. No.	Description of the Item	Unit	Qty	Rate	Amount
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	3000		
2	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: Old work	Sqm	3000		
3	Demolishing brick tile covering in terracing including stacking of serviceable material and disposal of unserviceable material at approved municipal dumping ground.	Sqm	300		
4	Providing and fixing on roof pressed clay tile (Mangalore tile) 20 mm nominal thickness and of approved size and as per approved pattern complete	Sqm	250		
5	Providing and laying on roof pressed clay tile ridge (Mangalore tile) of 20mm thickness of approved pattern complete	Sqm	50		
6	Supplying and applying two component elastomeric acrylic polymer modified cementitious waterproofing coating, having 80% elongation as per ASTM D412, resisting 5 bars hyrostatic pressure as per DIN 1048, reduction to rapid chloride shall be 70 as per DIN 1048, crack bridging upto 1.2mm as per ASTM 4548.5. The coating shall have food grade certificate from laboratories like CFTRI. The mixing ratio of the coating shall be 2 parts of powder & 1 part of liquid without any water addition in the mixing, etc. with neccessary repaiirng with cement concrete, complete as per manufacturers specifications and as per direction of Engineer-in-Charge.	Sqm	300		
7	Supplying, erecting and testing of approved make exhaust fan heavy duty with mounting frame, blades AC 230-250 complete connection and including, frame bolt/anchor hole fasteners etc. complete finished and as required.	Each	1		
8	Supply of shock instruction chart duly framed with glass, as reqd.	Each	1		

9	Collection and spreading of metal dust, murum and 40mm graded hard metal in sub-station yard or as required as mentioned below - Metal 40 mm	Cu.mtr	2		
10	Supplying & replacement of D.O. fuse barrel with brass parts for 33 or 11 KV i/c required fuse element according to load as per specification on existing D.P. structure as required. 33KV	Each	3		
11	Supply of first aid box complete with medicine & bandage as per specification.	Set	2		
12	Supply and filling of new transformer oil of desired break down value for topping as reqd.	Ltr	400		
13	Filtration of transformer oil for 33/0.4 KV, 11/0.4 KV 3 phase 50 cycle oil immersed, naturally cooled, distribution transformer upto desired break down value.	Ltr	800		
14	Supplying, installation, testing and commissioning of triple pole outdoor type 11KV/33KV vacuum circuit breaker with outdoor control & relay panel with numerical static relay for feeder protection (1F). The installation of VCB shall be carried out in accordance with IS: 3072. The VCB shall be mounted on suitable size duly painted MS channel/angle iron structure with nut bolts and washer. The structure shall be fixed on existing cement concrete foundation. The complete work should be done as per IS specification. 33 KV, 1250A VCB	Each	1		
15	Transformer 33 Kv volt Amp Oil testing with BDV check report, Change of gasket of transformer, Repainting of XMER, OTI and WTI window cleaning, contyrol Wiring Check, Repainting of Bus Duct.	Job	1		
16	HT Sideman Receiving AB Check Operation Rod, Earthing Check AB switch Rod, DO fuses	Job	1		
17	Street Lights Panel Control Wiring Check, Old Panels replacement	Job	2		

18	Supply, fixing, testing & commissioning wall/floor mounted LT panel primer coated with powder coated paint & provided with required gasket for dust/vermin proof with degree of protection IP42 suitable for 415Volt 3 phase, 50 Hz, 4 wire system fabricated out of CRCA sheet upto 2 mm thick (1.6 mm for doors) duly compartmentalized for incomer, bus section, outgoings, cable alleys & CT, PT Ampere Metre, Volt Metre, selector switches, frequency Metre, phase indicating lamp, Energy Metre complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring & fixing of separately supplied MCBs, MCCBs, ACB, panel mounted changeover switch/SFUs, etc. as required but excluding cost of busbar strips, Ampere Metre, Volt Metre, selector switch as per approved design & specification	KG	430		
19	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification. Digital Ampere Metre with CTs with selector switch	P.SET	3		
20	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification.Digital Volt Metre with selector switch & HRC fuse	P.SET	3		
21	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification. Frequency Metre	Each	2		
22	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification. Multifunction Meter	Each	2		
23	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification.Copper bus bar strips with PVC sleeves	KG	50		
24	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification.Aluminium bus bar strips with PVC sleeves	KG	20		

25	Supply and fixing of LT panel accessories of approved make in existing LT panel including connections etc. as required as per specification. LED lamp indicator	Each	15		
26	Supplying and fixing of CT 1A/5A as per site selectable busbar dimension of approved make in existing main panel for powerfactor Panel including connections etc. as required as per specification.	Each	6		
27	Supplying and fixing of analog time switch for automatic ON -OFF street light of approved make in existing LT panel including connections etc. as required as per specification	Each	2		
28	Supplying of ISI marked and approved make of moulded case circuit breaker (MCCB) suitable for 3 phase & N, 4 pole, 50 Hz, 415 Volts, (Ics=100%Icu) AC supply with thermal-magnetic release having respective breaking capacity (KA) at 415 Volts cited against their range standard conforming to IS/IEC 60947-2 MCCB 36kA current rating - 200Amp & adjustable overload setting 80% -100% of In, adjustable short circuit setting 6-10 In 4 Pole	Each	11		
29	Supplying of ISI marked and approved make of moulded case circuit breaker (MCCB) suitable for 3 phase & N, 4 pole, 50 Hz, 415 Volts, (Ics=100%Icu) AC supply with thermal-magnetic release having respective breaking capacity (KA) at 415 Volts cited against their range standard conforming to IS/IEC 60947-2 MCCB 36kA current rating - 200Amp & adjustable overload setting 80% -100% of In, adjustable short circuit setting 6-10 In 4 Pole MCCB 36kA current rating - 400Amp & adjustable overload setting 80% -100% of In, adjustable short circuit setting 6-10 In 4 Pole	Each	3		
30	Supply of ISI marked and accepted standard of miniature circuit breaker (MCB) of 'C' series with short circuit indication, suitable for 240/415 Volts,50 Cycle, 10 kA/15 kA Value AC supply conforming to IS : 8828 : 1996, IEC : 60898 :2002 & 60947-2 but without enclosures :-Four pole MCB FP 50Amp to 63 Amp 10kA rating	Each	18		
31	Supply of ISI marked and accepted standard of miniature circuit breaker (MCB) of 'C' series with short circuit indication, suitable for 240/415 Volts,50 Cycle, 10 kA/15 kA Value AC supply conforming to IS : 8828 : 1996, IEC : 60898 :2002 & 60947-2 but without enclosures :- Single pole MCB SP 6Amp to 32Amp 10kA rating	Each	30		

32	Supplying and drawing single core PVC insulated cable FRLS with copper multi strand conductor ISI marked in existing rigid PVC casing and capping/conduit in surface or concealed as per specification.2.5 sq. mm. wire 1 X 2.5 sq. mm.	mtr	100		
33	Supplying and fixing of contactor - 2 Pole rating 240/415V :for ON - OFF street light of approved make in existing LT panel including connections etc. as required as per specification 40A	Each	3		
34	Load Check at all facility Blocks of the buildings:- Wiring Check, Earthing Check, Rewiring and Redressing.	Job	1		
	TOTAL AMOUNT WITHOUT GST				

Note: - Do not submit the financial bid during the technical bid. It has to be uploaded under financial bid section on e-tender portal.

Signature Not Verified
Digitally signed by SADAQAT HUSAIN
Date: 2026.05.04 11:04:06 IST
Location: Madhya Pradesh-MP