

## **INSTALLATION OF SOLAR EXTERNAL LIGHTING IN CLUSTERS OF IIM UDAIPUR**

### **TERMS & CONDITIONS**

1. The work shall be carried out as per CPWD specifications.
2. No T& P shall be issued by the institute.
3. The agency shall adhere to and should follow Safety rules.
4. Please note that the time is the essence of the contract. Time allowed for carrying out the work is 45 days.
5. You have to follow all the safety measures, in case of any happening due to any carelessness in safety regulations, IIMU will not be held responsible. All the claims arise out of any mis-happening will be the sole responsibility of agency carrying out the work. No claim whatsoever will be entertained by institute in this regard.
6. Electricity and water shall be provided by the department free of charge at one point for installation and Testing in all buildings. However, arrangement of suitable switchgear having required protection and required Electrical cable will be the responsibility of the contractor. Further extension if required shall be done by the agency.
7. Care shall be taken by the contractor during the execution of the work to avoid damage to the building. He shall be responsible for repairing such damages and restoring the same. He shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.
8. The contractor shall dispatch materials to site in consultation with the Estate officer. Suitable lockable storage accommodation shall be made available free of charge temporarily. However, watch and ward, shall be the responsibility of the contractor. Program of dispatch of material shall be framed keeping in view the progress of work. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.
9. The final inspection and testing will be done by the Estate officer or his representative.
10. All equipment shall be guaranteed for a period of Twelve months from the date of taking over of installation by the department, against unsatisfactory performance.

11. Payment terms are as follows:

a. 70 % payment will be made on purchase cost of material after submission of Tax invoice, after initial inspection and delivery of material at site in good condition on pro-rata basis.

b. 20 % on completion of pro-rata installation.

c. 10 % on testing, commissioning, handing over, and submission of guaranteed certificates/cards and technical catalogues supplied by you.

12. The scope of work:

The work will be carried out in Academic Building, Hostels, Electrical sub-stations or in any buildings if required in the campus.

The material shall be got approved from Estate officer or his authorized representative before its use at site. The agency shall remove rejected material from site of work within three days of rejection, otherwise it will be got removed by institute themselves and the expenditure incurred will be recovered from your bill. In this regard no claim whatsoever will be entertained.

13. If the stipulated quantity of various items exceeds the BOQ quantities in this stipulated work up to three months of award of work, the agency will not be paid any variation in rates.

14. It will be the responsibility to submit computerized measurement & bill. Payment will be made after verification of measurement.

15. Rates agreed are inclusive of

- Transportation, Loading-unloading at site.
- Transit Insurance of material.
- Scaffolding required up to Seven-meter height.
- Testing and commissioning charges.
- All the taxes, duties i/c GST.
- GST will not be paid extra.

16. The work shall be carried out in occupied campus; therefore, all care should be taken not to disturb the occupants.

17. You are requested to obtain contractor labour (Regulation & Eradication) license/EPFO, ESIC registration.

18. Owner reserves the right to increase or decrease the scope of work.

19. Extra Items-Nothing extra shall be paid for minor variations in the layout, design, or specification. Any major alterations and changes certified by the Design consultant will be treated as extra item, the rate for which will be derived from relevant contract rate.

20. The Client may at any stage of work instruct the contractor to stop the work and obtain immediate clarification/further instructions from the Estate officer. Any work done subsequent to such an instruction, without clarification, if later found unacceptable, shall have to be redone/rectified, entirely at the risk and cost of the contractor.

21. Termination of Contract-Owner/Estate officer or his representative reserve the right to summarily terminate this contract either wholly or in part without payment or compensation to the contractor/ vendor other than that to which the contractor/ vendor may be entitled under the terms and conditions of this contract for work already executed by the contractor, if the contractor:

(a) Fails within Seven days' notice from Owner/Estate officer to proceed diligently with commencement of the works to their satisfaction.

(b) Refuse, delays, or fails to rectify with similar notice, any defective workmanship and/or materials to Owner's / Estate officer satisfaction.

(c) Fails to complete and deliver up to the whole or any portion of the works, by the time or times specified or by such extended time or times as may be allowed by Owner /Estate officer in writing.

(d) Fails to withdraw immediately at Owner's /Estate officer request any one or more of subcontractors, employees to whom Owner /Estate officer objects or whose presence on the works contravene the conditions of this contract or may cause labour dispute in subcontractors or other trade and to replace such employees immediately by others against whom there is no such objection.

(e) Makes any agreement with his creditors, have a receiving order made against the sub-contractor, execute bill of sale, or commit an act of bankruptcy or being a limited company, go into liquidation or have a receiver appointed or sublet the whole or part of this work without Owner's /Estate officer written prior approval.

(f) Fails within Three days' notice from Owner /Estate officer to comply with any of the obligation of the sub-contractor herein contained.

(g) The Client reserves the right to recover from the contractor's dues, cost of damages / losses incurred by the client due to such termination. The contractor / vendor shall not be

entitled for any compensation of any kind, if the contract is terminated on account of any of the reasons stated above.

22. The agency shall use all material out of approved makes only as given below.

Solar Light- Bajaj model no. SOLAR BSZSL40 W-for 40-watt fixture & SOLAR BSZSL 30W for 30 watt fixture or equivalent in Philips/Wipro/Crompton make.

Octagonal Pole- Bajaj Model no.BOP-5030 (For 5 mtr. Pole) & (BOP-7030 for 7 mtr. Pole) or equivalent in Valmont/Philips/Surya/GE/Crompton make.