

Name of work

**External painting, waterproofing and other civil
renovation works at ACES building and WLE
building, IIT Kanpur**

BID DOCUMENT



OFFICE OF INFRASTRUCTURE AND PLANNING
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
May, 2024

Indian Institute of Technology Kanpur

Contents

	Page
1 Notice Inviting e-Tenders	1
2 Information and Instructions for Bidders for E-Tendering	3
2.1 Schedule	3
2.2 Payment & Schedule	9
2.3 Instructions for Online BID Submission	9
2.3.1 Registration	10
2.3.2 Searching for tender documents	10
2.3.3 Preparation of bids	10
2.3.4 Submission of bids	11
2.3.5 Assistance to bidders	12
2.3.6 General instruction to bidders	12
2.4 List of documents to be scanned and uploaded within the period of bid submission	13
2.4.1 Envelope - 1: Technical Bid	13
2.4.2 Envelope - 2: Financial Bid	13
3 Eligibility Criteria	14
3.1 Eligibility criteria for contractors	14
4 Bid Evaluation	15
4.1 Technical Bid Evaluation	15
4.2 Financial Bid Evaluation	15
5 Various Forms and Formats	16
5.1 Declaration in lieu of submitting Earnest Money Deposit	16
5.2 Format for submission of processing fees	17
5.3 Undertaking regarding obtaining GST registration	18
5.4 Affidavit for not being blacklisted/debarred/restrained	19
5.5 Financial Information	20
5.6 Net Worth Certificate by certified Chartered Accountant	21
5.7 Banker's Certificate from a scheduled Bank	22
5.8 Performance report on work executed	23
5.9 Structure and Organization of the Agency	24
5.10 Declaration on Details of the Bidders	25
5.11 Details of Similar Nature of Works Completed	27
5.12 Declaration About Site Inspection	28
5.13 Letter of Transmittal	29
5.14 Certificate for Tender	30
5.15 Tender Acceptance Letter	31
5.16 CPWD-7	32

5.17	Proforma for Contract for Removal of Defects after Completion In Respect of Water Proofing Works	34
5.18	Memorandum of Understanding [M.O.U] Between	36
6	Proforma of Schedules	38
6.1	SCHEDULE ‘A’: Schedule of Quantities	38
6.2	SCHEDULE ‘B’: Schedule of materials to be issued to the contractor	38
6.3	SCHEDULE ‘C’: Tools and plants to be hired to the contractor	38
6.4	SCHEDULE ‘D’: Extra schedule for specific requirements/document for the work, if any	38
6.5	SCHEDULE ‘E’: Reference to General Conditions of Contract	38
6.6	SCHEDULE ‘F’: General Rules and Directions	39
6.6.1	Definitions	39
6.6.2	Clauses	39
7	Scope of work	46
7.1	Work Items	46
7.2	List of Preferred Makes for Civil Works (as applicable)	46
8	Special Conditions of Contract	52
8.1	Timely Completion	52
8.2	Rates	52
8.3	Quality and Workmanship	53
8.4	Natural calamity	55
8.5	Stocking and Disposal of Materials & Debris	55
8.6	Painting	56
8.6.1	Technical specification for Painting works	56
8.7	Safety and Security	57
8.8	Approach to Site	58
8.9	Water and Flooding	58
8.10	Acts and Laws	58
8.11	Labour and Laws	59
8.12	Water Proofing	59
8.13	Nondisclosure Agreement	60
8.14	Indemnification:	60
8.15	Force Majeure:	61
8.16	Dispute resolution	61
8.17	Arbitration	61
8.18	Jurisdiction of Courts	62

It is certified that this document contains 65 pages starting with Page No. i

Officer-in-Charge, Office of Infrastructure and Planning

1 Notice Inviting e-Tenders

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online [percentage rate tenders from enlisted contractors in CPWD and/or the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.](#)

NIT No: [Civil/15/05/2024-2](#)

1	Name of work	:	External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur
1	Estimated Cost exclusive of GST	:	Rs. 29,84,512/-
3	Earnest Money Deposit (Rs.)	:	EMD Declaration to be submitted in lieu of EMD as per 5.1
4	Duration of contract	:	Four (4) months
5	Last Time & date of submission of bids (Up to)	:	As per CPP portal data (https://eprocure.gov.in/eprocure/app)
6	Opening of bids	:	As per CPP portal data
7	Time allowed for submission of requisite documents by lowest bidder	:	Within One week of opening of financial bids

The bid forms and other details may be downloaded from Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Aspiring bidders who have not enrolled / registered in e-procurement should enroll / register themselves before participating through web site <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online bid submission.”

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type ‘IIT’. Thereafter, click on “GO” button to view all IIT quotations. Select the appropriate quotation / tender and fill them with all relevant information and submit the completed Quotation / Tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

Note: No manual bids will be accepted. All bids (both Technical & Financial) should be submitted in the e-procurement portal.

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 respect including updates thereof, if any. An incomplete application may be liable for rejection.

Officer-in-Charge, Office of Infrastructure and Planning

2 Information and Instructions for Bidders for E-Tendering

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online [percentage rate tenders from enlisted contractors in CPWD and/or the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.](#)

2.1 Schedule

1	Name of organization	:	Indian Institute of Technology Kanpur
2	NIT No:	:	Civil/15/05/2024-2
	Location	:	Indian Institute of Technology Kanpur
2	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
3	Tender / Quotation category (services / goods / works)	:	Works
4	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Work
5	Form of contract (IITK-7/8)	:	IITK-7
6	Work Category (civil / electrical / fleet management / computer systems)	:	Civil
7	Is multi-currency allowed?	:	No
8	Date of publishing / issue / start	:	As per CPP portal
9	Document download start date	:	As per CPP portal
10	Document download end date	:	As per CPP portal
11	Date & time of pre-bid meeting	:	As per CPP portal
12	Venue of pre-bid meeting	:	As per CPP portal
13	Last date & time of uploading of bids	:	As per CPP portal
14	Date & time of opening of Technical bids	:	As per CPP portal
15	Bid Validity Days	:	90 days after opening of technical bid
16	Earnest Money Deposit (EMD)	:	EMD Declaration to be submitted in lieu of EMD as per 5.1

17	Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 5.2	Rs. 7,000/-for Non MSME/NSIC/Startup and Rs. 1,500/-for MSME/NSIC/Startup to The Registrar, Indian Institute of Technology Kanpur. The proof of submission must be uploaded along with transaction slip with due mention of NIT No. in the CPP portal for valid tender submission as per format given in section 5.2
18	No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
19	Address for communication	: Office of Infrastructure and Planning, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016, Tel: 0512-259-6883
21	e-mail address	: tender_doip@iitk.ac.in

The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from www.eprocure.gov.in
3. But the bid can only be submitted after deposition of e processing fee and with the EMD declaration.
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted on website www.tenderwizard.com/cpwd through e- tendering processes.
5. The intending bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section /

sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. The “Eligibility/technical Bid” shall be opened first on due date and time as per the evaluation scheme. The “Financial Bid” of bidders qualifying the technical bid shall be opened on a later date as to be announced in CPP portal.
10. The bidders are advised to visit the site before submission of bids to have more clarity about the site conditions and availability of space for execution of the work.
11. All modifications/addendums/corrigendums issued regarding this bidding process shall be uploaded on website only.
12. The department reserves the right to reject any or all bids without assigning any reason thereof and may restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
13. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, duties, levies, exclusive of GST etc. required for execution of the work.
14. The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work at heights. The policy details should be available for verification of Engineer in Charge such as receipts of premiums paid or other satisfactory evidence. This insurance coverage should cover at their own cost valid for whole working/ contract period at a time for all the professionals to be engaged. Contractor should renew the policy at least two days before the expiry date of the previous policy. Insurance policy shall also indemnify IITK against any claim raised by the injured/ affected workmen or his family.
15. A penalty of Rs 10,000 will be imposed for each default if any of the professionals are found working without PPE as required for working at heights.
16. The contractor shall be fully responsible for the safety of his workmen deployed at site for carrying out the work. Any liability due to any injury or damage caused to workmen at site is the responsibility of the contractor completely.
17. If the work involves addition/upgradation/alteration/renovation the work shall be in compliance with 3 Star GRIHA rating and as per environmental policies of Institute. Nothing extra shall be payable on this account.
18. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
19. The description of the work is as follows: “External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur”

20. The work is estimated to cost **Rs.29,84,512/-**. However, this estimate given is mere approximation for guide.
21. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
22. The time allowed for carrying out the entire work will be **Four (4) months** from the date of start as defined in Schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document.
23. The sites for the work will be handed over as per the special terms and conditions of the document.
24. An approved programme of completion submitted by the contractor after award of work based on the available / to be available works for addition/alteration/upgradation.
25. The bid document consisting of NIT, 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 from website www.eprocure.gov.in free of cost.
26. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
27. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
28. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
29. The receipt of e-processing fee shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid. The Details of Institute Account for submitting e-processing fees is given in **5.2** under Section **Various Forms and Formats**.
30. Copy of Enlistment Order and other documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
31. The bid submitted shall be opened at as per the details provided in the CPP portal at DOIP office. The date of opening of Financial Bid shall be informed through web site after the opening of financial bid
32. **The bid submitted shall become invalid and e- processing fee shall not be refunded if:**
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

33. The contractor whose bid is accepted will be required to furnish performance guarantee of [5% of tendered value](#) within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
34. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor shall be suspended for [two years and shall not be eligible to bid for IITK tenders from the date of issue of suspension order](#).
35. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of afore said provisions by the sub-contractors, if any engaged by the contractor for the said work and program chart (Time and Progress) within the period specified in Schedule 'F'.

Intending Bidders are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their bids 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, making proper arrangements to the site for smooth operation, 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 bid. Bidder shall be deemed to have full knowledge of the sites whether he inspects it or not and no extra charge 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, 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 a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.

36. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., [External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur](#)) to the work as approved by the competent authority and various policies related to c&d waste and other environmental guidelines of the institute pertaining to the. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. In case of reduction of scope of work or no work is possible to carry out on account of such issues, no cost shall be payable to them. Submission of a bid by the bidder implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the work.
37. The competent authority on behalf of the Board of Governors does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. Bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

38. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
39. The competent authority on behalf of the Board of Governors reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
40. The contractor shall not be permitted to bid for works in the [Office of Infrastructure and Planning / Institute Works Department responsible for award and execution of contracts](#), in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of [Superintending Engineer and Junior Engineer \(both inclusive\) in IWD and Office of Infrastructure and Planning](#). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Office of Infrastructure and Planning/ Institute Works Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
41. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
42. The bids for the work shall remain open for acceptance for a period of [Ninety \(90\) days](#) from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to suspend the bidder for one year
43. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the work, sign the contract consisting of
44. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto
45. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
46. The bid document will include the following components:
 - (a) CPWD-7 and CPWD-6 including [Schedule A to F](#) for all the components of the work, [Standard General Conditions of Contract for CPWD 2023](#) as amended/modified up to last date of submission of the bid.
 - (b) General / specific conditions, specifications applicable to all components of the work.
47. After acceptance of the bid by competent authority, Dean, Infrastructure and Planning issue letter of award on behalf of the Board of Governors to the contractor. After the work is awarded, the contractor will have to enter into one agreement with Dean, Infrastructure

and Planning. One such signed set of agreement shall be handed over to Engineer-In-Charge.

48. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of these technical staff will be as per execution of work and direction of the [Dean of Infrastructure and Planning, IITK](#).
49. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
50. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.
51. A team of officers from Indian Institute of Technology Kanpur may visit the office/ site of work of bidders for establishing their credibility and verification of submitted documents
52. The work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.
53. **The competent authority on behalf of the Board of Governors reserves the right to terminate the contract if,**
 - (a) **Any violation of labour law has been observed.**
 - (b) **Any of the construction workers engaged in the works under this contract is found also engaged in Service Contracts of the Institute at the same time.**
54. **The competent authority on behalf of the Board of Governors reserves the right to disqualify an agency for**
 - (a) **Non-compliance of Institute orders**
 - (b) **Violation of Institute policies****as established by the Competent Authority in the best interests of the Institute.**

2.2 Payment & Schedule

Running bill must be generated based on the work component decided for execution as directed by Engineer In Charge as per the tender clauses. The work of each component must be satisfactorily executed before a running bill is cleared by the Engineer In Charge. The payment shall be based on milestones. The combined bill shall indicate the measurements of each milestone activities separately.

2.3 Instructions for Online BID Submission

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

their bids in accordance with the requirements and submitting their bids online on the CPP portal.

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

2.3.1 Registration

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link, “click here to enroll”. Enrolment on the CPP portal is free of charge
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID Password and the password of the DSC / eToken.

2.3.2 Searching for tender documents

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

2.3.3 Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.

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

2.3.4 Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "on-line" to pay the EMD as applicable and enter details of the instrument
4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, financial bids can be submitted in PDF format as well (in lieu of BOQ).

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

2.3.5 Assistance to bidders

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk.

2.3.6 General instruction to bidders

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur

2.4 List of documents to be scanned and uploaded within the period of bid submission

The following mandatory documents to be submitted with online bid submission:

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

2.4.1 Envelope - 1: Technical Bid

The following mandatory documents to be provided as **a single PDF** file in the same sequence as listed:

1. EMD Declaration [as per 5.1](#)
2. Proof of submission of Processing Fees [as per 5.2](#)
3. GST Registration Certificate or GST Undertaking [as per 5.3](#)
4. EPF & ESI Registration
5. Copy of PAN card
6. Turnover and Other Financial statement of the Agency [as per 5.5](#)
7. Affidavit for not being blacklisted/debarred/restrained [As per 5.4](#)
8. Solvency certificate [as per 5.7](#) or Net worth certificate from a certified chartered accountant as per [as per 5.6](#)
9. Performance report of works executed [as per 5.8](#)
10. Structure and Organization of the Agency [as per 5.9](#)
11. Declaration on Details of the Bidder(s) [as per 5.10](#)
12. Details of Similar Nature of Works Completed [as per 5.11](#)
13. Declaration about Site Inspection [as per 5.12](#)
14. Letter of Transmittal [as per 5.13](#)
15. Tender Acceptance Letter [as per 5.15](#)
16. Tender Certificate [as per 5.14](#)
17. Signed MOU with specialized agency on a non judicial stamp paper for waterproofing with necessary documentation/ Proof as applicator) [as per 5.18](#)

2.4.2 Envelope - 2: Financial Bid

Price bid should be submitted in BOQ format

3 Eligibility Criteria

3.1 Eligibility criteria for contractors

Contractors who fulfill the following criteria shall be eligible to apply.

Eligible Bidders

Eligible bidders should satisfy the following criteria for an eligible bid:

1. **Average annual financial turn over:**

Average annual financial turnover of civil/composite works should be at least 30% of the estimated cost of work put to tender during the last 3 consecutive financial years by the certified Chartered Accountant.

Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit & Loss Statements.

The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending **31st March 2023**, duly audited and certified by the Chartered Accountant.

Solvency Certificate- 30% of the estimated cost put to tender **Or** Net Worth Certificate from certified Chartered Accountant **as per 5.6**

2. **Experience (value of work done shall be within a span of one year):**

Firms/Contractors must have completed satisfactorily

i) One similar work of 80% value of the estimated cost put to tender

Or

ii) Two similar work of 60% value of the estimated cost put to tender

or

iii) Three similar work of 40% value of the estimated cost put to tender

Works completed during last 7 years ending on date **31.03.2023**.

3. **Definition of similar work:** Similar type of work means “**Construction and renovation works of residential houses/ apartments/ quarters/ offices/ laboratories and general civil infrastructures**” done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government/Private Institute / Establishment of repute in last 7 years (Not earlier than **01-04-2016**).

Eligible bidders must also satisfy the following conditions and ensure submission of all documents mentioned in 2.4

1. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.
2. **Registration:** Bidder should be registered with the Income Tax Department, Employees Provident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation & GST. Bidders are not eligible in absence of these documents.
3. **Office:** Bidders have to establish its local accessible office registered with local GSTIN at IIT Kanpur to run the awarded work.

4 Bid Evaluation

The following process will be followed for the Technical and Financial Bids Evaluation:

4.1 Technical Bid Evaluation

- Technical bids received complete in all respects covering the entire scope of work, will only be opened
- The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

- After evaluation of Pre-Qualification Documents, a list of short listed agencies will be prepared.
- Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives, if present.
- The bid shall remain valid for **Ninety (90) days** from date of opening of eligibility bids/Technical bid.

NOTE

The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- Amend the scope and value of contract to the bidder.
- Reject any or all the applications without assigning any reason.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

5 Various Forms and Formats

5.1 Declaration in lieu of submitting Earnest Money Deposit

Proforma for Declaration in lieu of submitting Earnest Money Deposit
(Scanned copy of this Declaration to be uploaded at the time of submission of bid)

Whereas, I/we (name of agency) have submitted bids for Name of work: - “External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur”.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

1. If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
or
2. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for **two year** and shall not be eligible to bid for IITK tenders from date of issue of suspension order.

.....
Signature of the Bidder(s)

5.2 Format for submission of processing fees

Format for proof of submission to be uploaded along with transaction slip
(Scanned copy of this page to be uploaded at the time of submission of bid)

I/we have submitted the processing fees as per the following details:

NIT No	:	Civil/15/05/2024-2
Name of Agency	:	
GST number of Agency	:	
Date of transaction	:	
Total amount transferred	:	
UTR number	:	

.....
Signature of the Bidder(s)

Details of Institute Account for submitting processing fees are as follows:

Beneficiary Name: The Registrar, IIT Kanpur
Bank Name: SBI, IIT Kanpur
Account Number: 30632766814
IFSC Code: SBIN0001161

5.3 Undertaking regarding obtaining GST registration

Proforma for Undertaking regarding obtaining GST registration Certificate of The State in which work is to be taken up

(Undertaking to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/)

(Scanned copy of this notarized undertaking to be uploaded at the time of submission of bid, if required)

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 IITK, 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 IITK or GST department in this regard.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

5.4 Affidavit for not being blacklisted/debarred/restrained

Proforma for AFFIDAVIT for not being blacklisted/debarred/restrained

(AFFIDAVIT to be submitted on a 'Non-Judicial' stamp paper worth Rs.100/)

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

I/we undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred/restrained by ny Central Govt./ State Govt. Agency/ Autonomous body of the Central or State govt./ PSU etc. Further that, if such information comes to the notice of the Institute, then I/we shall be debarred for bidding in the Institute in future forever. Also, if such information comes to the notice of the Institute on any day before date of start of work, the competent authority shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

5.5 Financial Information

Proforma for providing Financial Information

(Scanned copy of the completed information sheet to be uploaded at the time of submission of bid)

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2019	2020	2021	2022
Gross Annual turnover				
Profit/Loss				

.....
Signature of Chartered Accountant with Seal

.....
Signature of the bidders(s)

5.6 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

(Scanned copy of the Certificate to be uploaded at the time of submission of bid)

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.3.2023 is Rs. (Rupees.) after considering all liabilities.. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on 31.3.2023.

.....
(Signature of the Chartered Accountant)

.....
(Name of the Chartered Accountant)

.....
(Membership No. of ICAI)

.....
(Date & Seal)

5.7 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

(Scanned copy of the Certificate to be uploaded at the time of submission of bid)

This is to certify that to the best of our knowledge and information that M/s./Sh.....
having marginally noted address, a customer of our bank are/is respectable and can be treated
as good for any engagement up to a limit of Rs (Rupees). This
certificate is issued without any guarantee or responsibility on the bank or any of the officers.

.....
(Signature for the Bank)

NOTE:

1. Bankers certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

5.8 Performance report on work executed

Proforma of Performance report on works referred to in Financial Information

(To be printed in Company's Letterhead)

(Scanned copy of the Performance Reports to be uploaded at the time of submission of bid)

1. Name of work/project & location:
2. Agreement no.:
3. Estimated cost:
4. Tendered cost:
5. Date of start:
6. Date of completion:
7. Stipulated date of completion:
8. Actual date of completion:
9. Amount of compensation levied for delayed completion, if any:
10. Amount of reduced rate items, if any:
11. Performance Report:
 - (a) Quality of work: Outstanding / Very Good / Good /Poor
 - (b) Technical Proficiency: Outstanding / Very Good / Good /Poor
 - (c) Resourcefulness: Outstanding / Very Good / Good /Poor
 - (d) General Behavior: Outstanding / Very Good / Good /Poor

Date:

Signature of Superintending Engineer or Equivalent

5.9 Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company's Letterhead)

(Scanned copy of the Structure and Organization Document to be uploaded at the time of submission of bid)

1. Name & address of the bidder:
2. Telephone no./Telex no./Fax no.:
3. Email address for Communication.:
4. Legal status of the bidder (attach copies of original document defining the legal status):
 - (a) An Individual:
 - (b) A proprietary firm:
 - (c) A firm in partnership:
 - (d) A limited company or Corporation:
5. Particulars of registration with various Government Bodies (attach attested photocopy)
Organization / Place of registration Registration No.
 - 1.
 - 2.
 - 3.
6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization
8. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
9. Any other information considered necessary but not included above.

(Signature of of Bidder(s))

5.10 Declaration on Details of the Bidders

Proforma of Declaration on Details of the Bidders

(To be printed in Company's Letterhead)

(Scanned copy of the Performance Reports to be uploaded at the time of submission of bid)

DECLARATION

I/We,hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I/we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

Particulars of the bidder as per following details:

1	Name of the firm / organization	:	
2	Type of the firm / organization: Public Ltd. / Private Ltd. / Registered firm	:	
3	Registered address	:	
4	Address of office	:	
5	Contact people	:	
6	Name & Designation	:	
7	Landline & Mobile numbers	:	
8	E-mail IDs	:	
9	PAN No.	:	
10	GST No.	:	
11	EPFO Reg. No.	:	
12	ESIC Reg. No.	:	
13	Annual Turnover for the last 3 years (Enclose copies of audited balance sheet and P&L A/c.)	:	
13.1	2021-2022	:	
13.2	2020-2021	:	
13.3	2019-2020	:	
14	EMD Declaration attached with signature	:	
15	Has the applicant ever been required to suspend any project for a period of more than six months continuously after Commencement of work?	:	If so, give the name of the project and reasons of suspension of project

16	Has the applicant ever been convicted by a court of law?	YES / NO, If yes, give details of the case
17	Details of any litigation in which the applicant is/was involved.	
18	All forms submitted as desired in the bid	Yes / No
19	Undertaking regarding no subletting of work	

We further declare that our organization has not been blacklisted /delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

Date:

Signature of Bidder(s) with seal

5.11 Details of Similar Nature of Works Completed

Proforma for submission of Details of Eligible Similar Nature of Works Completed* during the Last Seven Years ending previous day of the last date of submission of tenders

The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula: Bidding Capacity = $[A \times N \times 1.5] - B$, where

A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of $7N$ = Number of years prescribed for completion of work for which bids has been invited. B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

The contractor needs to submit the supporting documents and information is to be supplied in the following tabular format:

Sr.No	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address/ telephone number of officers to whom reference maybe made	Whether the work was done on back to back basis Yes / No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Date:

Signature(s) of Bidder with seal

5.12 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “[External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur](#)”.

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. I /We bidder shall be responsible for arranging and maintaining at 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 a bid by me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves 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.

Sincerely

(Duly authorized signatory of the Bidder)

5.13 Letter of Transmittal

To

The Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur
Kanpur, UP - 208016

Name of Work: External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur

Dear Sir/Madam

Having examined details given in Notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We also authorize the Dean, Infrastructure and Planning, Indian Institute of Technology Kanpur or his representative(s) to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

Sl. No.	Name of work	Amount	Certificate issued by
1.			
2.			
3.			
4.			

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/ cancelation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Signature(s) of Bidder with seal

5.14 Certificate for Tender

(To be given on Company Letter Head)

Date:

To,
Dean of Infrastructure & Planning
IIT Kanpur-208016

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No:

Name of Tender / Work:

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

5.15 Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,
Dean of Infrastructure & Planning
IIT Kanpur-208016

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No..... to (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

5.16 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “[External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur](#)”

1. To be uploaded as per details uploaded in CPP portal at www.eprocure.gov
2. To be opened in the presence of tenderers who may be present at the time of opening in the Office of Infrastructure and Planning, IIT Kanpur.
3. The pre-qualification/Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

TENDER

[\(\(To be signed in Company's Letterhead\)\)](#)

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions of Contract (For construction works) 2023, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Board of Governors within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for [Ninety \(90\) days](#) from the due date of its opening and not to make any modification in its terms and conditions.

In lieu of EMD, I/We hereby submit Earnest Money Deposit (EMD) Declaration as per [5.1](#)

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Board of Governors or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take action as per my/our EMD declaration as per Annexure-I. Further, if I/We fail to commence work as specified, I/We agree that Board of Governors or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of myself / our self-becoming liable for action as per my/our EMD declaration or forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in Indian Institute of Technology Kanpur in future forever. Also, if such a violation comes to the notice of Indian Institute of Technology Kanpur before date of start of work, the Dean, Infrastructure and Planning shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of IIT Kanpur

Date:

Signature(s) of Contractor(s) with seal

Address:

Occupation:

5.17 Proforma for Contract for Removal of Defects after Completion In Respect of Water Proofing Works

Contract for Removal of Defects after Completion In Respect of Water Proofing Works

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF) The Agreement made this.....day ofTwo thousand and between.....

son of (hereinafter called the Guarantor of the one part) and the BOARD OF GOVERNORS (hereinafter called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated

and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 8 (Eight) years from the date after the maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be eight years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-in-charge with regard to cause of leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for the rectification within seven days from the date of issue of the notice from the Engineer- in-charge calling upon him to rectify the defects failing which the work shall be done by the department by some other agency contractor at the GUARANTOR's risk and cost. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to make good all defects or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge

will be final and binding on the parties. IN WITNESS WHEREOF these presents have been executed by the Obliger.....

.....and by.....and for and on behalf of the
PRESIDENT OF INDIA on the day, month and year first above written SIGNED,
SEALED AND delivered by OBLIGOR in the presence of :

1.

2.

SIGNED FOR AND ON BEHALF OF THE BOARD OF GOVERNORS BY

in the presence of:

1.

2.

5.18 Memorandum of Understanding [M.O.U] Between

1] M/S [Name of the firm with full address] Enlistment Status

Valid Up to:

[Hence forth called the main contractor]

And

2] M/S [Name of the firm with full address]

Enlistment Status

Valid Up to:

[Henceforth, called Associated Contractor]

Name of Work: [External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur](#)

Agreement No. (As per schedule, specifications, terms and conditions of the tender.)

We state that M.O.U. between us will be treated as an agreement and has legality as per Indian Contract Act (amended up to date) and the department (IIT-K) can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent of this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of party will go to Engineer In charge for mediation. Both parties may appeal against the mediation decision of Engineer-In-Charge and his decision shall be final and binding on both of us.

We have agreed as under:

1. The associated contractor will execute the mentioned work in the above work in the wholesome manner as per terms and conditions of the agreement.
2. The associated contractor shall be liable for disciplinary action if he failed to discharge the action(s) and other legal action as per agreement besides forfeiture of the security deposit.
3. All the material, machinery and equipment, tools and tackles required for execution of the above mentioned works as per agreement shall be the responsibility of the associated contractor.
4. The site staff required for the above mentioned work shall be arranged by the associated contractor as per terms and conditions of the agreement.
5. Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor or by Associated Contractor himself.
6. All the correspondence regarding execution of the above mentioned work shall be done by the Engineer In Charge with the Associated Contractor with a copy to the Main Contractor. In case of non- compliance of the provisions of agreement, the Main contractor, as well as the Associated Contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the Main Contractor.

7. The associated contractor shall be an well known specialised agency/original equipment manufacturer(OEM) as per preferred makes/brand list/applicator as mentioned in the tender document and the proof should be attached in this regard.

SIGNATURE OF MAIN CONTRACTOR

Date

Place

SIGNATURE OF ASSOCIATED
CONTRACTOR

Date

Place

COUNTER SIGNED ENGINEER IN CHARGE

6 Proforma of Schedules

PROFORMA OF SCHEDULES (Tender)

6.1 SCHEDULE 'A': Schedule of Quantities

Schedule of Quantities : BOQ uploaded separately

6.2 SCHEDULE 'B': Schedule of materials to be issued to the contractor

Schedule of materials to be issued to the contractor: NIL

6.3 SCHEDULE 'C': Tools and plants to be hired to the contractor

Tools and plants to be hired to the contractor: NIL

6.4 SCHEDULE 'D': Extra schedule for specific requirements/document for the work, if any

Extra schedule for specific requirements/document for the work, if any: NIL

6.5 SCHEDULE 'E': Reference to General Conditions of Contract

Reference to General Conditions of Contract	:	General Conditions of Contract 2023 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.
Name of Work	:	“External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur”
Estimated cost of work	:	Rs. 29,84,512/-
Earnest Money	:	EMD declaration to be submitted
Performance Guarantee	:	5% of tendered value
Security Deposit	:	2.5% of tendered value will be deducted from bill. Same would be released after successful completion of One year defect liability period and as mentioned in special conditions of the contract.

: 2.5% of the value against the painting work components for the work "External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur" or as per the special conditions of the contract will be deducted as guarantee to watch the performance of the work done and same would be released after successful completion of 5 years of defect liability period for this specific component of the work

6.6 SCHEDULE 'F': General Rules and Directions

GENERAL RULES & DIRECTIONS:

Officer Inviting tender: Dean, Infrastructure and Planning

6.6.1 Definitions

1 Inviting Authority	:	Dean, Infrastructure and Planning
2(v) Engineer-in-Charge	:	Engineer Authorized by Dean, Infrastructure and Planning
2(viii) Accepting Authority	:	Dy. Director
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	DSR Civil, 2021 & MR with correction slips up to the last date of Bid
2(xii) Department	:	Infrastructure and Planning, IIT Kanpur
9(ii) Standard CPWD Contract Form	:	General Conditions of Contract 2023, SOPs 2022, CPWD Form 7 as amended / modified up to the last date of submission of Bid.

6.6.2 Clauses

Clause 1

i. Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of the letter of acceptance	:	7 days
ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the Period provided in (i) above	:	7 days
Clause 1A	:	Applicable. The Defect liability period shall be One year from the date of handing over of the assigned works to the user/Institute and extra four years for the specific work component as mentioned in Schedule E
Clause 2 Authority for fixing compensation under Clause 2	:	Dy. Director/Director, IIT Kanpur
Clause 2A Whether Clause 2A shall be applicable	:	YES
Clause 5	:	
(i): Number of days from the date of issue of letter of acceptance for reckoning date of start	:	15 Days
ii: Milestones	:	Time allowed for execution of work along with the amount to be withheld in case of non-achievement of milestone are shown in Tables 6
Clause 6: Computerized Measurement Bill	:	<i>Applicable</i>
Clause 7	:	As mentioned in tender document
Clause 10A	:	Applicable
Clause 10B (ii)	:	Not Applicable
Clause 10B (iii)	:	Not Applicable
Clause 10C	:	<i>Not Applicable</i>
Clause 10CA	:	<i>Not Applicable</i>
Clause 10CC	:	Not applicable

Clause 11	:	CPWD Specifications of all Civil items (CPWD Civil specification vol.1 and vol.2, 2019), with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil Works .
Clause 12: Type of work	:	Original Work
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building work	:	30%
Clause 16 Competent Authority for deciding reduced rates: For Civil items and For Electrical items of work	:	As per Table 7
Clause 17 - Defect liability period completion of contract whichever is later	:	One year and those listed in Special Conditions of Contract
Clause 18 - List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	As per the scope of the work
Clause 32 - Requirement of Technical Representative(s)	:	As per Table 9

If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.

Table 6: Milestone for External painting, waterproofing and other civil renovation works at ACES building and WLE building, IIT Kanpur

Sl. No.	Description of Milestone (Physical)	Time allowed from date of start	Maximum Duration of work	Amount to be withheld in case of non-achievement of milestone (% of tendered amount)
1	External painting of whole ACES building, raising brick floor at entrance and water proofing treatment of ACES ext. Block	16 weeks	16 weeks	5
2	External painting, repair expansion joints, cleaning of RCC exposed surface and painting of stair lobby in WLE building	16 weeks	16 weeks	5

The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the [Dean, Infrastructure and Planning, Indian Institute of Technology Kanpur](#). The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered i.e., 5% of tendered amount.

Time allowed for execution of work : Four (4) months

Table 7: Authority to decide

(i)	Extension of time (EOT)	:	Dy. Director/Director, IIT Kanpur
(ii)	Rescheduling of milestones	:	Dean, Infrastructure and Planning, IIT Kanpur
(iii)	Shifting of date of start in case of delay in handing over of site	:	Dean, Infrastructure and Planning, IIT Kanpur

Table 8: Materials for which all India Wholesale Price Index to be followed

Sl.No	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price (without GST) of Materials, covered under clause 10 CA
1	Portland Pozzolana Cement (PPC)/ Ordinary Pozzolana Cement	Nil	Nil
2	Steel for Reinforcement TMT Fe 500D Primary Manufacturer	Nil	Nil
3	Structural Steel (Primary producers)	Nil	Nil

Table 9: Requirement of Technical staff as per Clause 32

Sl. No.	Qualification	Number	Minimum Experience in Year	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32
1	Graduate/ Diploma	1	5	Project Planning/ Quality/ Site Engineer (Civil)	Rs. 15000 (Rupees Fifteen Thousand only) per month, per person

Note 1: Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. *Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.*

The details of the appointed site engineers should be verified and approved by Engineer-in-Charge.

7 Scope of work

7.1 Work Items

The Institute desires to get external paintings of faculty apartments done on a priority. The scope of the work includes:

1. External painting of whole ACES building, raising brick floor at entrance and water proofing treatment of ACES ext. Block.
2. External painting, repair expansion joints, cleaning of RCC exposed surface and painting of stair lobby in WLE building.

Note: The scope of the works listed above is indicative only. The work has to be done strictly as per the specifications in the BoQ. The existing building is pre occupied hence the painting and renovation works shall be taken with proper care with the use of safety gadgets

7.2 List of Preferred Makes for Civil Works (as applicable)

Preferred makes of materials to be used in the work are as under. In case of non-availability of these makes, the Engineer-in-charge may allow use of alternative BIS makes of materials in the work. Non-BIS marked materials may be permitted by the Engineer-in-charge. This is a general list of makes. All makes applicable as per Schedule of Quantities must be as per the Institute preferred make.

No.	Material description	Manufacturer / Brand Name
1	Ready Mix Concrete	Ultratech Concrete, ACC Ready Mix & RMC India
2	Cement (PPC/OPC)	ACC, Ultratech, Vikram, Shree Cement, Abuja, JK Cement, Century Cement, Jaypee Cement & Prism Cement.
3	White Cement	Birla White, J.K. White.
4	Reinforcement Bars	SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd
5	Water proofing compounds, admixtures, plasticizer, super plasticizer, curing compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), STP Ltd., Sika, BASF, Ardex Endura & Perma Construction Aids Pvt. Ltd.
6	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit : LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, STP Ltd., Ardex Endura, Perma Construction Aids Pvt. Ltd.

7	Water proofing compound for bathroom/ toilet /balcony & other wet areas	Fosroc: Bush Bond, STP Ltd.: Shalcrete, CICO: Tapecrete, Dr. Fixit : Pidifine 2K, Sika : Topseal 107, Asian Paints: Damp Block 2K & equivalent product of BASF, Ardex Endura, Perma Construction Aids Pvt. Ltd.
8	Crystalline water proofing compound	Fosroc: Bushbond TGP, Dr. Fixit : Dr. Fixit Krystalline, Sika: Sika 101h, Asian Paints: SmartCare & equivalent product of BASF, Ardex Endura, STP Ltd., Perma Construction Aids Pvt.
9	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, BASF, Perma, Ardex Endura, JK White & Ferrous Crete.
10	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
11	Polycarbonate sheet	GE Plastic, LEXAN & MG Polyplast
12	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
13	Particle board	Action TESA, Merino, Archidply & Orion Doors
14	Laminates	Action TESA, Greenlam, Century Ply, Merino, Archidply, Virgo & Orion Doors
15	Flush door shutters	Duro, Century, Durian, Archidply, Green Ply, JAYNA (Jain Wood Industries), Jain Doors Pvt. Ltd., GREENPANEL & Orion Doors Note: Only ISI marked flush door shutters to be used.
16	Fire rated doors	Signum fire protection, Shakti Metdoor, NAVAIR, Promat, Thrislington, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott
17	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Interarch, Hi- steel of PR Ceiling Products
18	Plywood / Veneer	Greenply, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors
19	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite & Timbertone of ICI Dulux.
20	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
21	Aluminum section	Hindalco, Jindal & Indian Aluminium Co.
22	Anodized aluminum hardware (Heavy Duty)	Kilon, Alualpha, Classic & Ebco.

23	Clear / Float/Frosted/Toughen Glass/ Refractive Glass	Saint Gobain, AIS & Modiguard
24	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, GEZE, Godrej & Hardwyn
25	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26	Silicon based water repellent/weather sealant	GE Plastics, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit/Roff).
27	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28	Mosaic tiles/Chequered Tiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon
29	Glazed Ceramic Tiles	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK & Varmora
30	Vitrified Tiles (Antiskid / Matt / Glazed)	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK, Varmora & Restile
31	Paver block & Kerb stone	Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32	Cement Based wall putty	Asian Paints, Birla Wall Care, JK White & Berger
33	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper& Dulux ICI: Maxilite
34	1st quality acrylic distemper (washable/ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Commando or equivalent paints of Nerolac & ICI-Dulux, Indigo
35	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior Emulsion Paint),Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover: Indigo
36	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1, Indigo
37	Premium acrylic emulsion paints (Interior)	Asian Paints: (Royale Luxury Emulsion), Nerolac: Impression, Berger: Silk & ICI Dulux: Velvet Touch: Indigo
38	Textured exterior paint	Asian Paints, Nerolac, Berger Paints, Ultratech Paints &Luxture
39	Acrylic smooth exterior paint	Asian Paints: (Apex/Professional Premium Exterior Emulsion), Nerolac: XL, Berger: Weather Coat & ICI Dulux: Weather Shield: Indigo

40	Premium acrylic smooth exterior paint with silicon additive	Indigo acrylic laminate /Dirt and water proof exterior laminate, Asian-Apex Ultima weather proof/ultimaprotect, nerolac next gen, BERGER LONG LIFE 7/10
41	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthtic enamel, Indigo
42	Cement Primer	Nerolac, Berger (BP white), STP Ltd., Asian (Decoprime WT) & ICI (White primer).
43	Steel primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Berger & ICI
44	Wood primer	Asian Paints (wood primer - White/Pink), Berger, ICI & Nerolac
45	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai & Akzo Nobel
46	Fire paint	Asian Paints, STP Ltd., Akzo Nobel, PROMAT & JOTUN
47	GI/MS Pipe	Tata, Jindal (Hisar) & Prakash Surya
48	GI Fittings	Unik, AVR & Zoloto
49	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
50	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA, Kapilansh & Kesoram
51	UPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
52	SW Pipes (BIS approved)	Anand, Parry & Perfect
53	Centrifugally Cast (Spun) Iron Pipes & Fittings /Hub less pipes & fittings	NECO, BIC, Kapilansh, SKF, Raj Pattern Makers & Founders Pvt. Ltd. or any other ISI marked make
54	CI Manhole covers, frames & GI Gratings	NECO, BIC, SKF & Kapilansh
55	SFRC Manhole covers & gratings	KK, JAIN & PARGATI
56	CP brass fittings (Superior Range)	Jaquar, Grohe & Roka.
57	CP brass fittings (Normal Range)	ESSCO (by Jaquar), Parryware, CERA, Kerovit (Kajaria), Johnson & Prayag Polymers Pvt. Ltd.
58	Sanitary ware, fittings & accessories	Kerovit (Kajaria), CERA, Jaquar, Parryware, Hindware & Prayag Polymers Pvt. Ltd.
59	Mirror glass	Atul, Modi Guard & Golden Fish

60	CPVC Pipe & fitting	Astral, Superme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
61	Stainless steel sink	Neelkanth, Niralli, Jyna & Prayag Polymers Pvt. Ltd.
62	FRP doors shutters & frame	Jayna, Fiberways, Jain Doors Pvt. Ltd. & Selected Product Co.
63	Extruded polystyrene insulation board	Dowcorning, Supreme, Texas & Analco
64	Gypsum plaster	Ferrous Crete, Gyproc Saint Gobain, Ultra Tech & JK White
65	Floor hardener	Ironite, Perma, STP Ltd., Ferrok & Hardonate
66	Modular Expansion Joint	Herculus, Sanfield India Ltd & Vexcolt
67	Glass Wool	Dow Corning, UP Twiga & Isover
68	uPVC door/window/ventilator	Fenesta, Komerling, Rheau, Veka, Duroplast, Aluplast & Advika Profiles Pvt. Ltd. (Fabrication and installation will be done by profile manufacturer or his authorized fabricator).
69	uPVC doors and window hardware	Roto, Dorset, DNV Accado & Kinlong
70	AAC block Adhesive	UltraTech, Perma, Ardex Endura & Ferrous Crete
71	PVC Water Tank	Syntex & Vectus
72	AAC Block	MAX Blocks, UltraTech, HIL & BILTECH ACE and Gravit
73	Modular Kitchen	Everyday/Hettich/Steel Art Brand Baskets of AISI 304(18/8); Hettich/Hafele Brand Auto Closing Concealed Hinges; DMS/ Dynasty/ Indoline Brand Shutters
74	Aluminum shuttering	Knest, S-form, Durand Forms (India) Pvt. Ltd. & Mivan
75	MS Tubular windows & Pressed Steel door frames	Jangid Engineering Works, AGFUV, Sen Harvic, Navair Delhi & Sukriti Delhi
76	Dash fasteners /Anchors	Hilti, Bosch & Fischer

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/MAN/410

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 22.10.2021

Subject: Addition of new Para 4.10.2 in CPWD Works Manual 2019 regarding testing charges to be borne by contractor.

It has been noticed that following provisions are sometimes being made in the NITs / Agreements by the NIT approving authorities:

"The cost of test shall be borne by contractor/ department in the manner as below:

- i. By the contractor, if the result shows that material does not conform to the relevant codes/ specification.
- ii. By the department, if the results show that the material conforms to relevant codes/ specification."

It has been decided by the competent authority that testing charges shall be borne by the contractor in all cases. Accordingly following new para is added in CPWD Works Manual -2019.

Existing Provision	Modified Provision
4.10 Preparation of NIT	4.10 Preparation of NIT
4.10.2 No Provision	4.10.2 Testing charges to be borne by contractor
	Following provision shall be incorporated by the NIT approving authority in the NIT:
	All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. The NIT shall have list of approved laboratories for testing as approved by ADG / SDG.

This issues with the approval of competent authority.

(वी.पी. साहु) 22/10/2021

अधीक्षण अभियंता(सी.एंड एम.)

e-file 9116587

Issued from file No. CSQ/CM/16(1)/2021

प्रतिलिपि: सभी केलोनिवि तथा लोनिवि दिल्ली के अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु। (केलोनिवि वेबसाईट के माध्यम से)।

Figure 1: Modified provisions in CPWD works manual 2019 regarding testing charges to be borne by contractor

8 Special Conditions of Contract

8.1 Timely Completion

1. The work included in this tender is urgent.
2. All work components must be started simultaneously and has to be delivered together or early within the given time schedule.
3. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts.
4. Number of days from the date of issue of letter of acceptance for reckoning date of start shall be as per Schedule. *If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.*
5. The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the Dean of Infrastructure and Planning, IITK. The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered. Any delay in achieving the milestone must be compensated within the limitations of time imposed in the Contract document
6. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work, as required.

8.2 Rates

1. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building (exclusive of GST) and nothing extra shall be payable to him on this account.
2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.
4. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per the quantum of work provided to him at his own expenses. Nothing shall be paid on this account.
5. The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

6. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
7. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
8. Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost.
9. The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
10. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

8.3 Quality and Workmanship

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. The materials having ISI mark shall have precedence over the one conforming to IS Specifications.
3. The proposed buildings are Institute housing and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work.
4. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
5. All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice. All the materials proposed to be used in the work should be approved from Engineer in Charge before use in work.
6. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS/ISI mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall

be immediately removed as soon as directed. Where the make of any particular material is not specified in the Contract document, the material shall be supplied as per makes desired by the engineer-in-charge.

7. It will be the responsibility of the contractor / bidder to ensure use of genuine materials in the work. The department reserves the right to get (any / all materials / components) inspected by the manufacturer or their authorized representatives at any stage of the execution of work. If any of the materials, supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.
8. The contractor should get the make/TDS documents approved before procuring any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
9. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuineness of material supplied by/used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered/ withheld from subsequent running account payment.
10. All equipment and their components, and all the materials to be used in the work shall be suitable for the environmental conditions at the location of the work.
11. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
12. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
13. **Other Laboratories:** The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
 - (a) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
 - (b) By the department, if the results conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

If the tests, which were to be conducted in the site laboratory, are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

14. Sample of materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
15. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
16. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
17. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
18. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
19. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

8.4 Natural calamity

No payment will be made to the contractor for any damage caused by rain, snow fall, floods, dampness, fire, sun or any other natural cause whatsoever during the execution of work. The damage to the work due to above reason, if any, shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

8.5 Stocking and Disposal of Materials & Debris

1. The contractor 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, compound wall, services etc. are to be constructed.
2. After completion of work the agency shall remove materials and debris etc. from site as per the direction of Engineer-in-Charge, at no extra cost.
3. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
4. The contractor shall conduct 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 of 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.

5. For construction/renovation works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
6. Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.

8.6 Painting

1. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
2. Contractor will first submit the shade cards and TDS approved make of paint to IIT for approval of color and specifications before procuring the paint in bulk.
3. No mixing will be allowed with Stainer to achieve a particular color. Contractor will procure direct colour paint of approved shade and apply directly
4. Contractor shall have to bring 100% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned Engineer-in-charge before start of work. The consumption shall be monitored by the Institute.
5. Contractor has to make a sample of exterior painting on the surface of wall and after getting approval from the competent authority. The contractor has to finish the rest of work accordingly as per satisfaction of Engineer-in-charge.
6. The original invoice from product manufacturer of the approved paint to be used for the work must be submitted to Dean, Infrastructure & Planning, with the product catalogue (shade card and other technical details of the paints), which should match with the technical specifications as specified in the contract. The warranty details/ certificate should be provided along with the invoice and it should match at least the minimum warranty requirement provided in the special conditions of contract. **Only after the approval of this documents/specifications by the competent authority, the EIC will issue the clearance to start the work. The challan/ invoice will be crossed verified with manufacturers representatives along with the stock deposited.**
7. **Warranty Period:** The external painting works should cover 7 Years of performance warranty including 5 years of Defect Liability Period.
8. All empty drums shall be deposited to EIC till completion of work and will be discarded thereafter.

8.6.1 Technical specification for Painting works

1. It should provide good adhesion along with excellent resistance to ultraviolet radiation, that should insure clear shade which does not fade.

2. The product should cover the following features:
 - (a) Rich Sheen Finish
 - (b) High stain resistance
 - (c) Anti-fungal and anti-algal
 - (d) easy to clean
 - (e) 65-75 Sq.ft/lit/2coat(for exterior)
 - (f) Lead content in unit mg/kg not detected as per test method of EPA3051A(mod.)/EPA 3052(Mod.)
 - (g) 49 (+/-) 3% solid content should be present.
 - (h) It should have excellent film elongation property to cover hair line cracks with high sheen finish

8.7 Safety and Security

1. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.
2. The contractor, the authorized representative(s), workmen etc., shall strictly observe orders pertaining to fire precautions prevailing in the area.
3. 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 key system.
4. Contractor will arrange proper metal ladders, Access Platforms (for working, painting, etc. at higher levels) at his own cost and will take all safety measures like double harness safety belt, mechanized electrically operated platform etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by Engineer-in-charge and in such cases, contractor will be solely responsible for delay and its consequences thereof.
5. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
6. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
7. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
8. The Institute shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipment by the personnel of the contractor or any other similar reason.

The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.

8.8 Approach to Site

1. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
2. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

8.9 Water and Flooding

1. The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install water purifier at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
2. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
3. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
4. The water charges (for water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the Institute or any other statutory body, the consequent sewerage charges shall be borne by the contractor.

8.10 Acts and Laws

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
2. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
3. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as applicable) payable to such authorities for carrying out the work, shall be borne by the Contractor.
4. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Institute and its officials & employees against any claim and /or liability arising out of violations of any such laws,

ordinances, orders, decrees, by himself/herself or by his/her employees or his/her authorized representatives. Nothing extra shall be payable on these accounts.

5. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.

8.11 Labour and Laws

1. The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.
2. Huts for labour are not permitted within the premises of the Institute. No extra cost shall be payable even if the contractor provides such accommodation at a place as is acceptable to the local body.

8.12 Water Proofing

1. The agency have to associate with the specialized agency, if any requirement for water-proofing works. The agency must sign on MOU with the specialized agency for waterproofing works as per format 5.18.
2. The agency must submit the declaration as per Format 5.17 on completion of work.

Water Proofing Treatment:The contractor must associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment using Liquid Waterproofing Membrane technologies for various structural elements. Guarantee in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of eight years from the date after the maintenance period prescribed in the contract, which shall be counter signed by the contractor as token of overall responsibility. **In addition, 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done. However, half of this retained amount will be released after five years, if the performance of the work done is found satisfactory.** If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor. **This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 08 years is produced and deposited with the department by the contractor (see Form 5.17).**

S.No	Roofing and water proofing
	The following shall NOT be measured separately and shall be deemed to be included in the rates quoted.
1	Preparation of surface for laying of insulation and Waterproofing treatment as required by the specialist Contractors. The surface should be cleared of all loose mortar, dust and waste by hacking and cleaning with wire brush.
2	All cutting, dressing, trimming and waste including cutting to required shapes.

3	Work in narrow widths, to required profiles and at all locations as shown.
4	Work at all heights and depths.
5	Testing of treated areas in approved manner for performance of the treatment.
6	Treating all openings and around all pipes or such, passing through.
7	All protection to the water-proofing surfaces to prevent damage by other trades.
8	The treatment shall carry a guarantee of 08 years , which shall be given by the water - proofing specialist contractor and counter-signed by the main contractor. The main contractor shall be fully responsible for the performance of the water-proofing treatment.
9	Minor modifications in the contract specifications of the treatment, may be accepted according to the method of the treatment of the respective water-proofing specialist contractor.

8.13 Nondisclosure Agreement

1. The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Institute business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements) and/or business of the Institute. The obligation is not limited to any Scope and the Agency shall be held responsible in case of breach of the confidentiality of Institute's information.
2. If the Agency receives enquiries from Press/Media/Radio/Television or other bodies/persons, the same shall be referred by the Agency to Institute immediately on receipt of such queries.

8.14 Indemnification:

1. The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency.
2. That the contractor shall keep the IITK indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed to contest the case, IITK will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IITK on demand. Further, the contractor shall ensure that no financial or Any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect.

8.15 Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the' other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.

8.16 Dispute resolution

1. The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the agency in due course.
2. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996 and its amendments. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
3. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.

8.17 Arbitration

1. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator, to be appointment by the Director of the Institute at the time of the dispute.
2. If the Arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de- novo.
3. It is a term of the Agreement that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.

4. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
5. The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.
6. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.
7. Except as otherwise provided anywhere in this Agreement, the Arbitration proceedings shall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.

8.18 Jurisdiction of Courts

The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction to try any as all the disputes(s) between the parties arising out this Agreement.