

**Name of work**

**Providing and fixing BRC fencing back side of  
petrol pump at IIT Kanpur**

BID DOCUMENT



**Office of the Superintending Engineer  
IWD, Indian Institute of Technology,  
Kanpur**

# Indian Institute of Technology Kanpur

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**It is certified that this document contains 73 pages**

**Executive Engineer**

## 1 Notice Inviting e-Tenders

The Superintending Engineer, IWD 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: [o8/Civil/D2/2024-25](#)

1	Name of work	: Providing and fixing BRC fencing back side of petrol pump at IIT Kanpur.
2	Estimated Cost exclusive of GST	: Rs. <b>4,81,547/-</b>
3	Earnest Money Deposit(Rs.)	: EMD Declaration to be submitted in lieu of EMDas per <a href="#">Form 5.1</a>
4	Duration of contract	: <b>One (1) month</b>
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 <b>One week</b> 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.

Executive Engineer, Institute Works Department

## 2 Information and Instructions for Bidders for E-Tendering

The Superintending Engineer, IWD, 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.	:	08/Civil/D2/2024-25
3	Location	:	Indian Institute of Technology Kanpur
4	Tender / Quotation type (open / limited/EOI/auction/single)	:	Open
5	Tender / Quotation category (services /good/works)	:	Works
6	Type of Contract (work / supply /auction/service/buy/empanelment/sell)	:	Work
7	Form of contract (IITK-7/8)	:	IITK-7
8	Work Category (civil / electrical / fleet management/computer system)	:	Civil
9	Is multi-currency allowed ?	:	No
10	Date of publishing / issue / start	:	As per CPP portal
11	Document download start date	:	As per CPP portal
12	Document download end date	:	As per CPP portal
13	Date & time of pre-bid meeting	:	As per CPP portal
14	Venue of pre-bid meeting	:	As per CPP portal
15	Last date & time of uploading of bids	:	As per CPP portal
16	Date & time of opening of Technical bids	:	As per CPP portal
17	Bid Validity Days	:	90 days after opening of technical bids
18	Earnest Money Deposit (EMD)	:	EMD declaration to be submitted in lieu of EMD as per FORM 5.1
19	Non - Refundable processing fee (inclusive of GST @18%) as given as section 5.2	:	<b>Rs. 500/- for Non MSME /NSIC /startup and Rs. 200/ for MSME /NSIC /startup to.</b> 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

20	No. of Bids / Covers (1 / 2 / 3 / 4)	:	2
21	Address for communication		Office of Executive Engineer, IWD Div-I, Indian Institute of Technology Kanpur, U.P., Pin- 208016, Tel-0512-259-7604
22	e-mail address		rakeshkv@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](http://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 before hand. Only e-bids shall be accepted on website [www.tenderwizard.com/cpwd](http://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 "o". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "o" (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/corrigendum 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, etc. (**exclusive of GST, GST shall be paid extra as per Government Rule**) required for execution of the work.
14. The Building addition/upgradation/alteration/renovation/setting right works shall follow 3 Star GRIHA rating and as per environmental policies of Institute. Nothing extra shall be payable on this account.
15. The tenderer must associate with himself, agencies of the appropriate eligibility to tender for each of specialized nature of items / work listed in the scope of the work and mentioned in the special conditions of contract. Such works shall be executed only through associated agencies specialized in these fields. The tenderer whose tender is accepted shall indicate the name(s) of his/her associated specialized agencies those fulfilling the eligibility criteria after the award of the work and as per timeline in milestones indicated in ‘Schedule-F’ for the approval of the Engineer-in-Charge of the work through Institute Works Department, whose decision shall be final and binding. If the tenderer, himself fulfills the eligibility criteria for associated specialized agencies, then the tenderer shall not require to associate with himself the associated specialized agency.
16. If claimed, 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.
17. The description of the work is as follows: “[Providing and fixing BRC fencing back side of petrol pump at IIT Kanpur](#) ”
18. The work is estimated to cost **Rs.4,81,547/-**. However, this estimate given is mere approximation for guide.
19. 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](http://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.

20. The time allowed for carrying out the entire work **One (1) month** 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.
21. The sites for the work will be handed over as per the special terms and conditions of the document.
22. 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.
23. 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](http://www.eprocure.gov.in) free of cost.
24. 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.
25. 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.
26. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
27. 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**.
28. 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.
29. The bid submitted shall be opened at as per the details provided in the CPP portal at IWD office. The date of opening of Financial Bid shall be informed through web site after the opening of technical bid.
30. **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.
31. 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.
32. 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**.

33. 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'.
34. 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.
35. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., [Providing and fixing BRC fencing back side of petrol pump at 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.
36. 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.
37. 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.
38. 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.
39. 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.

40. 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.
41. 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
42. 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 .
43. 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.
44. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
45. 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.
46. The eligible bidders shall quote percentage rates after considering all components.
47. After acceptance of the bid by competent authority, Superintending Engineer, IWD 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 Superintending Engineer, IWD. One such signed set of agreement shall be handed over to Engineer-In-Charge.
48. Entire work under the scope of bid including all components shall be executed under one agreement.
49. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
50. In case the contractor intends to change any of the associated agency/agencies during the operation of the contract, he shall obtain prior approval of Superintending Engineer, Institute Works Department through Engineer-in-charge of the work. The new

agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work with the approval of Superintending Engineer, Institute Works Department and this shall be binding on the contractor.

51. 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 **Superintending Engineer, IITK**.
52. **Running bill must be generated once the work of each individual quarters is complete based on the items of work decided for execution as directed by Engineer In Charge as per institute policies and specification. The work of the quarters must be satisfactorily executed as per schedule before a running bill is cleared by the Engineer In Charge.**
53. Running bill and final bill for the work component shall be facilitated by Engineer-in-Charge to the contractor and the bills have to be submitted at Division office, IWD.
54. The work shall be treated as complete when all the components of the work are complete. The completion certificate of the work shall be recorded by Engineer-in-Charge after recording the completion of all components of the work and the Completion certificate will be issued from Division office, IWD.
55. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
56. 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.
57. 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.
58. **Each work component 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.**
59. **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.**
60. **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**

All running bills for each work and the final bill for the work shall be facilitated by Engineer-in-Charge. The bill must be submitted to the Office of Institute Works Department, IIT Kanpur.

## **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 soft-copies 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>.

Superintending Engineer, IWD



## **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 for an eligible bid:

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 5.6](#) **Or** Net Worth Certificate from certified Chartered Accountant as per [5.7](#)
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 5.13](#)
14. Signed MOU with specialized agency on a non judicial stamp paper for waterproofing with necessary documentation/ Proof as applicator ) as per [5.18](#)
15. Tender Acceptance Letter [as per 5.14](#)
16. Certificate for Tender [as per 5.15](#)
17. Letter of Transmittal [as per 5.16](#)
18. Signed MOU with specialized agency on a non judicial stamp paper for modular kitchen with necessary documentation/ Proof of construction of modular kitchens as per [5.18](#)

### **2.5.1 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 composite works /civil 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 2024**, duly audited and certified by the Chartered Accountant.

Solvency Certificate- 40% of the estimated cost put to tender **Or** Net Worth Certificate from certified Chartered Accountant as per 5.7

**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 **31.03.2024**.

**3. Definition of similar work:** Similar type of work means “**Construction/ renovation/ annual repair & maintenance contract for civil works of residential houses/ apartments/ quarters/ offices/ laboratories/ other structures/ general civil infrastructures**” done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government and Private Institute / Establishment of repute in last 7 years (Not earlier than **01-04-2017**).

**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.

### **3.2 Specialized Work(s) / Item of Work(s) for Civil Work**

The eligibility criteria of associated agencies of specialized work (e.g., Modular Kitchen, Specialized Water Proofing Treatment, as applicable), if required, are given as follows:

1. The tenderer shall associate specialized agencies, in case the tenderer does not possess the requisite eligibility and experience as per the NIT conditions to carry out these works, who have satisfactorily completed three specialized works of similar nature of each costing not less than amount equal to 40% of tendered amount of corresponding specialized item, or two specialized works of similar nature each costing not less than amount equal to 60% of tendered amount of corresponding specialized item, or one similar work costing not less than amount equal to 80% of tendered amount of corresponding specialized item during the last seven years ending previous day of last day of submission of bids.
2. The value of executed similar works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to previous day of last day of submission of bids. The credentials must be verified and accepted by the competent authority of Institute.

## 4 Bid Evaluation

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

### 4.1 Technical Bid Evaluation

4.1.1 Technical bids received complete in all respects covering the entire scope of work, will only be opened

4.1.2 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.

4.1.3 **Marking scheme** : Maximum marks = 100, Bidders obtaining more than or equal to 60% marks in total and 50% marks in each of the section will be considered technically qualified :

i	<b>Completion certificate for Similar works within the span of last seven years</b>	:	<b>MAX MARKS: 40</b>
(a)	One similar work of 80% value / Two similar works of 60% value / Three similar works of 40% value of the estimated cost put to tender.	:	24 Marks
(b)	Two similar works of 80% value / Four similar works of 60% value / Six similar works of 40% value of the estimated cost put to tender. (In between prorata basis)	:	40 Marks
ii	<b>Average turn over in crore of the organization in last three Financial years</b>	:	<b>MAX MARKS: 20</b>
(a)	Turnover more than or equal to 100%	:	12 Marks
(b)	Turnover more than 200%	:	20 Marks
iii	<b>Performance Report</b>		<b>MAX MARKS: 40</b>
(a)	Outstanding	:	40 Marks
(b)	Very Good	:	32 Marks
(c)	Good/ satisfactory	:	24Marks

## **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: - “Providing and fixing BRC fencing back side of petrol pump at 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	:	8/Civil/D2/2024-25
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: 10426002126  
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 any 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).

<b>Financial Years</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>Gross Annual turnover</b>			
<b>Profit/Loss</b>			

.....  
Signature of Chartered Accountant with Seal

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

## 5.6 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.

## 5.7 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 31.3.2024 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 31.3.2024.

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

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

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

.....  
(Date & Seal)

## **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	2022-2023	:
13.2	2021-2022	:
13.3	2020-2021	:
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 (Scanned copy of the Performance Reports to be uploaded)

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 7% per annum.  $N$  = 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 for calculation of  $A$  &  $B$  as above. For calculation of  $B$ , 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 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 of ..... Two 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 08 (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 ten 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. ....

## 5.13 Declaration About Site Inspection

### Declaration about Site Inspection

(By Bidder)

To

The Superintending Engineer, IWD

Subject: Submission of Tender for the work of “[Providing and fixing BRC fencing back side of petrol pump at 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)

## 5.14 Tender Acceptance Letter

(To be given on Company Letter Head)

Date: .....

To,  
Superintending Engineer, IWD  
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)

### 5.15 Certificate for Tender

(To be given on Company Letter Head)

Date: .....

To,  
Superintending Engineer, IWD  
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)

## 5.16 Letter of Transmittal

To

The Superintending Engineer, IWD  
Indian Institute of Technology Kanpur  
Kanpur, UP - 208016

Name of Work: [Providing and fixing BRC fencing back side of petrol pump at 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 Superintending Engineer, IWD, 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

## 5.17 CPWD-7

### CPWD-7

#### PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “[Providing and fixing BRC fencing back side of petrol pump at IIT Kanpur.](#)”

1. To be uploaded as per details uploaded in CPP portal at [www.eprocure.gov](http://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 Institute Works Department, 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 Superintending Engineer, IWD 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:

## 5.18 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: [Providing and fixing BRC fencing back side of petrol pump at 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 (Composite 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	:	“Providing and fixing BRC fencing back side of petrol pump at IIT Kanpur ”
Total estimated cost of work	:	Rs. 4,81,547/-
Earnest Money	:	EMD declaration to be submitted
Performance Guarantee	:	5% of tendered value
Security Deposit	:	2.5% of tendered value will be deducted from each bill. Same would be released after successful completion of One year defect liability period and as per special conditions.

#### 6.6 SCHEDULE 'F': General Rules and Directions

##### GENERAL RULES & DIRECTIONS:

Officer Inviting tender: Executive Engineer, IWD

### 6.6.1 Definitions

1 Inviting Authority	:	SE/ EE
2(v) Engineer-in-Charge: For Civil Items of Work	:	Engineer Authorized by Superintending Engineer
2(viii) Accepting Authority	:	Superintending Engineer
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	For Civil work: DSR 2023 (Civil Works) & MR with correction slips up to the last date of Bid
2(xii) Department	:	IWD, IITKanpur
9(ii) Standard CPWD Contract Form	:	General Conditions of Contract 2023 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.

### 6.6.2 Clauses

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#### Clause 1

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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	:	<b>7 days</b>
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Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the Period provided in (i) above	:	<b>7 days</b>
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<b>Clause 1A</b>	:	<b>Applicable. The Defect liability period shall be <b>One year</b> from the date of handing over of the <b>works</b>.</b>
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<b>Clause 2</b> Authority for fixing compensation under Clause 2	:	YES
<b>Clause 2A</b> Dy. Director / Director, IIT Kanpur Whether Clause 2A shall be applicable		
<b>Clause 5</b>	:	
6.6.2.1 : Number of days from the date of issue of letter of acceptance for reckoning date of start	:	As per Table 6
<b>ii: Milestones</b>	:	As per Table 7
<b>Clause 6: Computerized Measurement Bill</b>	:	<i>Applicable</i>
<b>Clause 7A</b>	:	Applicable
<b>Clause 10A</b>	:	Applicable
<b>Clause 10B (ii)</b>	:	Applicable
<b>Clause 10B (iii)</b>	:	Applicable
<b>Clause 10C</b>	:	<i>Not Applicable</i>
<b>Clause 10CA</b>	:	<i>Not Applicable</i>
<b>Clause 10CC</b>	:	Not applicable
<b>Clause 11</b>	:	CPWD Specification 2019 Vol. I &II with correction Slips issued up to the last date of receipt of tenders (herein called CPWD Specifications also) and as per <a href="#">NIT for Civil works</a> . Specifications to be followed for execution of the <a href="#">all Civil works</a>
<b>Clause 12: Type of work</b>	:	Original Work
<b>Clause 12.2 &amp; 12.3: Deviation limit beyond which clause 12.2 &amp; 12.3 shall apply for Building &amp; foundation work (except items mentioned in earth work in DSR and related items)</b>		100%
<b>Clause 12.5(ii) Deviation limit for items mentioned in the earth work subhead of DSR and related items.</b>		<b>Clause 16 Competent Authority for deciding reduced rates: For Civil items of work</b>
30%		<b>Clause 17 - Defect liability period completion of</b>

**contractwhichever is later**

: As per table 8

:One year and those listed in Special Con-ditions of Contract

**Clause 18 - List of mandatory machinery, tools & plants to be deployed by the contractor at site** : Those Listed in Special Conditions of Contract, if any

**Clause 32 - Requirement of Technical Representative(s)** : as per Table 10

**Clause 38** : as per Table 11

Table 6: [Time period for handing over reckoned from date of issue of letter of intent](#)

<b>Part</b>	<b>Site</b>	<b>Description</b>	<b>Time period for handing over reckoned from date of issue of letter of intent</b>
Part A	BRC Fencing work	The sites ready for work at commencement of contract	15 days

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

Table 7: [Major milestones of the project](#)

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 the tendered amount)
1	BRC Fencing work	1 weeks	4 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 [Institute Works Department, 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 (1) month

Table 8: Authority to decide

(i)	Extension of time (EOT)	:	SE /EE
(ii)	Rescheduling of milestones	:	SE / EE,
(iii)	Shifting of date of start in case of delay in handing over of site	:	SE /EE

Table 9: 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 10: Requirement of Technical staff for the work component(s), Clause 32

Sl No.	Requirement of Technical staff		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	
	Qualification	Number			Figures	Words
1	Graduate Engineer ( Or Diploma Engineer)	1	5 years	Project Planning/ quality/ Site Engineer (Civil)	Rs. 15,000/-pm per month per person	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.

Table 11: Schedule/statement for determining theoretical quantity and Variation of permissible (Clause 38)

		Schedule/statement for determining theoretical quantity of cement, bitumen etc. on the basis of Delhi Schedule of Rates 2021 printed by CPWD with correction slips up to the last date of submission of tenders	
(i)	(a)		
(ii)	Variations permissible on theoretical quantities:		
	± (a)	Cement	2% (Two percent)
	(b)	Bitumen for all works	+2.5% (Two-point Five percent) only and nil on _ (minus) side
	(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	+2.0% (Two-point Five percent) only and nil on _ (minus) side
	(d)	Paint	As per co-efficient of standard Delhi Analysis of Rate 2023

## **7 Scope of work**

### **7.1 Project Brief**

The Institute desires to renovate various houses and other associated structures/facilities. This project aims to complete such renovation works on a timely basis.

### **7.2 Description of Work Items**

The work included in this contract will be as follows:

1. Structural steel built-up section work,
2. Painting work.
3. Excavation work.

But this work is indicative. The contractor should be able to execute any setting right work /renovation work of quarters within the deviation limit of the contract value on same terms and conditions of the contract.

**The following works to be done, as applicable in order to upgrade the said house as per the latest Housing policy and norms and another item of work, specification as listed in the BOQ**

### **7.3 Materials Verification**

The contractor shall inform the Engineer in charge in advance, for verifying the measurement of the concealed items like reinforcement, PCC, Plaster, Structural steel ,GI pipes, CI pipes laying etc., done by the contractor on the very day of the above said events.

### **7.4 Scope and Technical Details**

The site mention above is an occupied house and thus the noise creation should be minimized to the extent possible. The performance of the instruments or tools to be used should be checked precise before using them on site. The conventional methods of construction usually incorporated in vacant houses may be changed within limits by the Engineer in charge as per the requisition put forward by the resident.

In case the external painting has already been done for the said house recently (within four years), the contractor is advised to clean the external wall surface as early as the plaster, painting or any other work which is liable to make the external wall surface dirty.

#### **7.4.1 Specifications for Painting**

7.4.1.1 All painting material to be used should be of "**Premium/first quality**".

7.4.1.2 For external paint, Contractor will thoroughly clean and wash the existing cement painted wall surfaces before starting paint at no extra cost. Contractor's quoted rates will include scrapping the loose paint and cleaning the entire surface with wire brush/sandpaper/broom.

- 7.4.1.2 There should be proper time gaps (at least 4 hours) between two coats of paint to ensure drying of first coat of paint.
- 7.4.1.3 The approved quality, make & shade of paint shall be maintained by the contractor throughout the work. The covering capacity ratio with respect to quantity of paint should be strictly adhered to by the Contractor as per specification. For any lapse/deficiency in this regard, a suitable deduction shall be made from the contractor's bill.
- 7.4.1.4 Detailed technical specification for painting work respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.

## 8 Special Conditions of Contract

### 8.1 Timely Completion

- 8.1.1** The work of each quarters included in this tender is urgent
- 8.1.2** The work of all quarters must be started simultaneously and has to be delivered together or early within the given time schedule.
- 8.1.3** 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.
- 8.1.4** 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.*
- 8.1.5** 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 EIC, 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
- 8.1.6** 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 water charges shall be recovered as per rule (1% of the all items of the contract shall be recovered against the water charges from the running bills).**
5. For work items consuming electricity, 2% will be deducted from the running bills for electricity consumption.
6. No double scaffolding is payable in single story houses including parapet wall. In multistoried houses the payment of double scaffolding shall be made after 3.5 meter from plinth

protected level. The necessary deductions for single scaffolding be made from the items. Contractors are advised to visit the site & quote the rates accordingly.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
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.
7. **No over loaded trucks of the construction materials (coarse sand, stone grit, bricks, steel and stone ballast) are allowed to enter in the residential area.** The contractor have to make arrangement to get collected the construction material at appropriate places (preferable near the site) within the campus as instructed by EIC and from that place the material shall be carried through the tractor & trolley only. No extra claim on the expenditure shall be acceptable. **Violation related to unauthorized dumping of construction materials shall be subjected to a penalty of Rs 2000/- by Superintending Engineer, IWD.** Any dismantled material will be disposed within 3km from the site of the work without any additional cost as directed by the engineer in charge. The dismantled materials shall be disposed within one week from the completion of work and before the completion certificate issued to the agency.
8. For construction works which are likely to generate malba/rubbish of any quantity, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground within the campus and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises. Violation related to unauthorized dumping of construction materials shall be subjected to a penalty of Rs 5000/- or the cost of re-transportation to the designated ground, which ever is greater.
9. The contractor shall not stack / dump any amount of construction waste either temporarily or permanently on the service lines /areas. For violation, a penalty of Rs. 5000/- or the damage incurred, which ever is greater, shall be imposed.
10. **Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense.** The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
11. Penalty would be charged if any damage happens to utility lines or any other existing entity whose amendment is not explicitly mentioned in the work order. Penalty amount should be at least the cost of the repair/rehabilitation. The Engineer in Charge shall have the right to decide the amount and type of penalty to be charged.

## **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 of relevant make of paint to IIT for approval of color 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 brought at least 50% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned site Engineer before start of work. The consumption shall be monitored by the Institute. All empty drums shall have to be kept till completion of work.
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.

## **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, M.S. double scaffolding (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.

### **8.11.1 Clause 19: Labour Laws to be complied by the Contractor**

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

### **8.11.2 Clause 19A**

No labour below the age of eighteen years shall be employed on the work.

### **8.11.3 Clause 19 B: Payment of Wages**

1. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
2. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
3. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance

of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

4. (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
5. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
6. The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
7. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
8. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
9. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **8.11.4 Clause 19 C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall

be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **8.11.5 Clause 19 D**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

1. the number of labourers employed by him on the work,
2. their working hours,
3. the wages paid to them,
4. the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them.
5. the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

#### **8.11.6 Clause 19 E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

#### **8.11.7 Clause 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the

Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

#### **8.11.8 Clause 19 I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

#### **8.11.9 Clause 19 J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **8.11.10 Clause 19 K**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineerin- Charge. Failure on the part of contractor to obtain approval of Engineer-in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and uptoRs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged



in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

#### **8.11.11 Clause 19 L: Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

#### **8.12 Deduction of Penalties**

1. The penalties imposed shall be submitted along with the monthly bill.
2. Total penalties imposed in a month shall be deducted from the monthly payments due to the contractor.
3. In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through EIC(s).

#### **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.

### **8.19 Special Conditions (CIVIL)**

1. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol. I & II” with upto date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge. The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed :
  - (a) Description of Schedule of Quantities
  - (b) Particular Specifications and Special Conditions, if any.
  - (c) Drawings
  - (d) CPWD Specifications.
  - (e) Indian Standard Specifications of B.I.S.
  - (f) Manufacturers’ specifications & as decided by Engineer-in-charge.
2. “In the event of any variation/ discrepancy in the drawings, specifications and tender

documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement”.

The works to be governed by this contract shall cover delivery and transportation upto destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

3. The works to be undertaken by the contractor shall interalia include the following:
  - (a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
  - (b) Obtaining of Statutory permissions where-ever applicable and required.
  - (c) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
  - (d) Warranty obligation for the equipments and/or fittings/fixtures supplied by the contractor.
4. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.
5. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
6. Equipments like concrete pumps excavators/Transit mixers etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
7. Contractor shall provide permanent benchmarks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
8. The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
9. The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.

10. Royalty at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
11. No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
12. The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.
13. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
14. *Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.*
15. *Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.*
16. The rates for all items of work shall unless clearly specialized otherwise include cost of

all labour, material tools and plants and other inputs involved in the execution of the item. The contractor (s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.

17. The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in charge and nothing extra shall be paid on this account.
18. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
19. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked / collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
20. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machineries and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
21. In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
22. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
23. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
24. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the Institute, if any. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.
25. Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.
26. Temporary Electric connection shall be issued as per request and the cost of electric and water charges shall be recovered as per rule
27. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
28. 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 equipment's shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge.

Nothing extra shall be payable on this account.

29. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
30. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department, if any.
31. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
32. The rate of items of flooring is inclusive of providing sunk flooring at bath rooms kitchen etc. and nothing extra on these accounts is admissible.
33. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
34. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
35. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
36. Being an individual work contract no other tax is payable other than GST.
37. The quoted rates shall be for all surfaces including the plan brick work faced with recessed, raised or struck pointing, no extra claim on this account shall be considered.
38. No over loaded trucks of the construction material (coarse sand, stone grit and stone ballast) are allowed to enter in the residential area. The contractor has to make arrangement to get collected the construction material at store or at appropriate place near the work site and from that place the material may be carried through the tractor & trolley only.
39. All required protocol for Covid-19 or otherwise issued by the Gov. of India time to time shall have to be followed by the contractor at the site, the contractors are advised to quote the rates accordingly.
40. The defect liability shall be for **One year** from the actual date of completion of the work.

## 8.20 List of Preferred Makes for Civil Works

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.

<b>No.</b>	<b>Material description</b>	<b>Manufacturer / Brand Name</b>
1	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
2	Cement (PPC/OPC)	ACC, Ultratech, Vikram, Shree Cement, Abuja, JK Cement, Century Cement, Jaypee Cement & Prism Cement.
3	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthtic enamel, Indigo



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. सिंह) 22/10/2021

अधीक्षण अभियंता(सी.एंड एम.)

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

Figure 2: Modified provisions in CPWD works manual 2019 regarding testing charges to be borne by contractor