Name of work

Construction of Fine Dining Restaurant at IIT Kanpur premises.

BID DOCUMENT



Central Office, IWD, Indian Institute of Technology, Kanpur

Indian Institute of Technology Kanpur

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Superintending Engineer Institute Works Department IIT, Kanpur-208016 (U.P.)

1. Notice Inviting e-Tenders

The Superintending Engineer, IWD, IIT Kanpur invites on behalf of Board of Governors of IIT Kanpur online percentage rates tender from eligible firms/ specialized agencies satisfying the eligibility criteria mentioned in the document.

NIT No: 31/Civil/D2/2024-25

1	Name of work	•	Construction of Fine Dining Restaurant at IIT Kanpur premises.
2	Estimated cost (exclusive of GST)	:	Rs. 71,71,059/-
3	Earnest Money Deposit(Rs.)	:	Rs. 1,43,421/-
4	Duration of contract	:	Four (4) months
5	Last Time & date of submission of bids (Up to)	:	As per CPP portal data (https://eprocure.gov.in/eprocure/app)
6	Opening of bids	:	As per CPP portal data (https://eprocure.gov.in/eprocure/app)
7	Time allowed for sub- mission of requisite documents by lowest bidder	••	Within One week of opening of financial bids

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

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type 'IIT'. Thereafter, click on "GO" button to viewall 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.

Superintending Engineer Institute Works Department IIT, Kanpur-208016 (U.P.)

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 eligible firms/ specialized agencies satisfying the eligibility criteria mentioned in the document.

2.1 Schedule

1 Name of organization : Indian Institute of Technolo 2 NIT No. : 31/Civil/D2/2024-25 3 Location : Indian Institute of Technolo 4 Tender / Quotation type (open / limited /EOI / Auction / Single 5 Tender / Quotation category : Works (services / works	ogy, Kanpur
3 Location : Indian Institute of Technolo 4 Tender / Quotation type (open / : Open limited /EOI / Auction / Single 5 Tender / Quotation category : Works	5//
4 Tender / Quotation type (open / : Open limited /EOI / Auction / Single 5 Tender / Quotation category : Works	5
limited /EOI / Auction / Single 5 Tender / Quotation category : Works	ogy, Kanpur
- - - - - - - - - -	
6 Type of Contract (work / supply : Works / auction/ service / buy / empanelment / sell	
7 Form of contract (CPWD-7/8) : CPWD-7	
8 Work Category (civil / electrical / : Civil fleet / management / computer system	
9 Is multi-currency allowed? : No	
Date of publishing / issue / start : As per CPP portal	
Document download start date : As per CPP portal	
12 Document download end date : As per CPP portal	
Date & time of pre-bid meeting : As per CPP portal	
14 Venue of pre-bid meeting : As per CPP portal	
Last date & time of uploading of bids : As per CPP portal	
Date & time of opening of : As per CPP portal Technical bids	
17 Bid Validity Days : 90 days after opening of	technical bid
18 Earnest Money Deposit (EMD) : Rs. 1,43,421/-	

19	Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 5.2	:	Rs. 30,000/-for Non MSME/ NSIC/ Startup and Rs. 10,000/-for MSME/NSIC/Startup to The Registrar, Indian Institute of Technology Kanpur. The proof of submission must be uploaded along with transaction slip with due mention of NIT No. in the CPP portal for valid tender submission as per format given in section 5.2
20	No. of Bids / Covers (1 / 2 / 3 / 4)	:	2
21	Address for communication	:	Office of Executive Engineer, IWD, IIT, Kanpur-208016 (U. P.) Contact no. 0512-259-2573
22	Email address	:	muralir@iitk.ac.in

The intending bidder must read the terms and conditions of CPWD-6 carefully. He shouldonly 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/eprocure/app
- 3. But the bid can only be submitted after deposition of e processing fee and with the EMD hard copy submission.
- 4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted in CPPP portal 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 PDF format.

8. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

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

However, if a tenderer quotes nil rates against each item in item rate or does not quote any percentage above / below / at par 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's 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 other taxes (exclusive of GST), cess, duties, levies etc. required for execution of the work.
- 14. The specialized works shall be in compliance with 3 star GRIHA rating and as per environmental policies of Institute. Noting extra shall be payable on this account.
- 15. The enlistment / registration of the contractors, (if applicable) 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.
- 16. The description of the work is as follows: "Construction of Fine Dining

Restaurant at IIT Kanpur premises"

- 17. The work is estimated to cost **Rs. 71,71,059/-**. However, this estimate given is mere approximation for guide.
- 18. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 19. The time allowed for carrying out the entire work will be **Four (4) months** from the date of start as defined in Schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document.
- 20. The site for the work will be handed over as per the special terms and conditions of the document.
- 21. An approval programme of completion submitted by the contractor after award of work based on the milestone given in the tender.
- 22. 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/eprocure/app free of cost.
- 23. 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.
- 24. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he/she need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 25. Soft copy of Earnest Money deposit shall be uploaded to the e-Tendering website within period of submission
- 26. 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.
- 27. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
- 28. 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 financial bid

- 29. 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 or does not quote any percentage above / below / at par 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.
- 30. 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.
- 31. In case the contractor fails to deposit the said performance guarantee within the period 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.
- 32. 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'.
- 33. 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.

- 34. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., Construction of Fine Dining Restaurant at IIT Kanpur premises.) 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. The contractor shall not be permitted to bid for works in the 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. 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 IWD/ 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.

- 39. 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 services without the prior permission of the Government of India in writing. This contractis 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 services.
- 40. 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
- 41. 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, will sign the contract.
- 42. 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
- 43. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
- 44. 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.
- 45. The eligible bidders shall quote percentage rates after considering all the components of the work.
- 46. After acceptance of the bid by competent authority, the Executive Engineer, IWD shall 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 Executive Engineer, IWD. One such signed set of

- agreement shall be handed over to Engineer-In-Charge as applicable.
- 47. Entire work under the scope of bid shall be executed under one agreement.
- 48. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of these technical staff will be as per execution of work and direction of the Executive Engineer, IWD, IIT, Kanpur.
- 49. The bill for work components shall be facilitated by Engineer-in-Charge to the contractor.
- 50. The Final bill must be submitted to the Office of IWD, IIT Kanpur and the bills shall be based on milestones.
- 51. The work shall be treated as complete when all the components of the work are complete.
- 52. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
- 53. 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.
- 54. 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
- 55. The mentioned work is urgent as requested by client/Institute and to be completed strictlyin 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 workmay 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.
- 56. 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.
- 57. 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 Instructions for Online BID Submission

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

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

2.2.1 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 CPPP 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.

2.2.2 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.

2.2.3 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 under-stand 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.

2.2.4 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. 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).

- 4. 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.
- 5. 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.
- 6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7. 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.
- 8. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.2.5 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.

2.2.6 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 Institute Works Department IIT, Kanpur-208016 (U.P.)

2.3 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: -

2.3.1 Envelope - 1: Technical Bid

The following mandatory documents to be provided as a single PDF file in the same sequenceas listed for an eligible bid:

- 1. EMD scanned copy/ hard copy shall be submitted along with the bid **
- 2. Proof of submission of Processing Fees as per 5.1
- 3. GST Registration Certificate or GST Undertaking as per 5.2
- 4. EPF & ESI Registration
- 5. Copy of PAN card
- 6. Affidavit for not being blacklisted/debarred/restrained as per 5.3
- 7. Performance report of works executed as per 5.4
- 8. Structure and Organization of the Agency as per 5.5
- 9. Declaration on Details of the Bidder(s) as per 5.6
- 10. Details of Similar Nature of Works Completed as per 5.7
- 11. Declaration about Site Inspection as per 5.8
- 12. Letter of Transmittal as per 5.9
- 13. Tender Certificate as per 5.10
- 14. Tender Acceptance Letter as per 5.11
- 15. Financial Information as per 5.12
- 16. Solvency certificate as per <u>5.13</u> (minimum 40% of estimated cost put to tender)**Or**Net Worth Certificate from certified Chartered Accountant as per <u>5.14</u>
- 17. Signed MOU with specialized agency on a non-judicial stamp paper for waterproofing with necessary documentation/ Proof as applicator) as per 5.15
- ** The hardcopy of earnest deposit receipt (EMD) shall be submitted in the office of Executive Engineer, central Office IWD, IIT Kanpur with in last date & time of submission as specified in the above bid document.

2.3.2 Envelope - 2: Financial Bid

Price bid should be submitted in BOQ format

3. Eligibility Criteria

3.1 Eligibility criteria for contractors

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

Eligible Bidders

Eligible bidders should satisfy the following criteria for evaluation:

1. Experience

Firms/Contractors must have completed satisfactorily

- ${\rm i)}$ One similar work of 80% value of the estimated cost put to tender or
- ${
 m ii}$) 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 last day of the month previous to the one in which applications are invited.

And

One completed work of similar nature (either part of one or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some Central Government Department/ State Government Department/ State or Central Autonomous Body/ State or Central public sector undertaking.

- 2. **Definition of similar work:** Similar type of work means "Construction of RCC framed storied building of 300 sqm plinth area" done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government and Private Institute /
- 3. Establishment of repute in last 7 years.

Eligible bidders must also satisfy the following conditions and ensure submission of all documents mentioned in 2.3

- 1. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.
- Registration: Bidder should be registered with the Income Tax Department (PAN), Employees Provident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation & GST. Bidders are not eligible in absence of these documents.

3. **Office:** Bidders have to establish its local accessible office registered with local GSTIN at IIT Kanpur to run the awarded work.

4. Bid Evaluation and Award

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

4.1 Technical Bid Evaluation

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

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

4.3 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 ortheir 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 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 fess as per the following details:

NIT No	:	31/Civil/D2/2024-25
Name of Agency	:	
GST Number of Agency	:	
Date of transaction	:	
Total amount Transferred	:	
UTR No.	:	

Signature of Bidder(s)

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

Beneficiary Name : The Registrar, IIT, Kanpur,

Account Number : 30632766814

Bank Name : SBI, IIT Kanpur-208016

IFSC Code : SBIN0001161

5.2 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

5.3 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

5.4 Performance report on work executed

Dated:

Proforma of Performance report issued by the concerned department letter head)

(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
Signature of Superintending Engineer or Equivalent

5.5 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)

- 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 bidder(s)

5.6 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:

Tarec	articulars of the bluder as per following details.						
1.	Name of the firm / organization	:					
2.	Type of the firm / organization: Public Ltd, / Private Ltd./ Registered firm	:					
3	Registered office	:					
4	Address of office	:					
5	Contract people	:					
6	Name & designation	:					
7	Land line & mobile no.	:					
8	Email	:					
9	PAN No.	:					
10	GST No.	:					
11	EPF Registration No.	:					
12	ESI Registration No.	:					
13	EMD hard copy submission.	:					
14	Has the applicant ever been required to suspend any project for	:	If so, give the name of the project and reasons of suspension of				

	a period of more than six months continuously after Commencement of work?		project
15	Has the applicant ever been convicted by a court of law?	•	YES / NO, If yes give details of the case
16	Details of any litigation in which the applicant is / was involved.		
17	All forms submitted as desired in the bid	:	Yes / No
18	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.

Signature of Bidder(s) with seal

Dated:

5.7 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 = $[A \times N \times 2] - B$, where

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

The contractor needs to submit the supporting documents 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	Owne rs or spons oring organ ization	Const of work in crores of ru pees	Date of comme	Τ'	Actual date of comple tion	Litigatio n/ arbitrati on cases pending /in Progres s with details*	Name and address / tele- phone number of officers to whom reference may be made	Whethe r 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.

Dated:

5.8 Declaration About Site Inspection

<u>Declaration about Site Inspection</u>

(By Bidder)

To The Executive Engineer, Institute Works Department, IIT, Kanpur-208016 (U.P.)

Subject: Submission of Tender for the work of "Construction of Fine Dining Restaurant at IIT Kanpur premises".

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)

5.9 Letter of Transmittal

To The Executive Engineer, Institute Works Department IIT, Kanpur-208016 (U.P.)

Name of Work: Construction of Fine Dining Restaurant at IIT Kanpur premises.

Dear Sir/Madam

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

- 5.9.1 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
- 5.9.2 I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 5.9.3 I/We also authorize the Executive 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.
- 5.9.4 I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

	- 5 										
SI. No.	Name of work	Amount	Certificate issued by								
1											
2											
3											

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.

	Signature(s)	of Bidder	with	sea
Enclosures:	Date:			

5.10 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the "Construction of Fine Dining Restaurant at IIT Kanpur premises".

- 1. To be uploaded as per details uploaded in CPP portal at www.eprocure.gov.in
- 2. To be opened in the presence of tenderers who may be present at the time of opening in the Executive Engineer, IWD, 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.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

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 GCC 2023. 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 forfeiture of Earnest Money or 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 Executive 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.

	Signature(s) of Contractor(s) with seal
Dated:	
Address	
Occupation	

5.11 Tender Acceptance Letter

(To be given on Company Letter Head)

	Date:
To, Executive Engineer, IWD, IIT, Kanpur-208016(U.P.)	
Sub: Certificate of compliance as per Rule 144 (xi) GFR's 201 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/ organization 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/ organization 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.

(Signature of the Bidder(s), with Official Seal)

5.12 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 Five financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2019-20	2020-21	2021-22	2022-23	2023-24
Gross Annual					
turnover					
Profit/Loss					

Signature of Chartered Accountant with Seal

Signature of bidder(s)

5.13 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 M/s./Sh custome engager certifica officers.	er of ment te is	our b up to	oank a	are/is	res	specta	 able	ha and	ving can 	marg be ti (Rupe	inally reated es	noted as g	addre ood fo)	ess, a or any . This
									(Signa	ture fo	or the I	 3ank)	

NOTE	
NOIL	

- 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.

5.14 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 Ad-
dress of individual/firm/company) as on 31.3.2024 is Rs.(Rupees.
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)

•																					•					•									
															(I)	ć	3	t	Э	•	į	8	ķ		9	5	E	9	ć	3	I))

5.15 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: Construction of Fine Dining Restaurant at IIT Kanpur premises.

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 specialized 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	SIGNATURE OF ASSOCIATED
	CONTRACTOR

Date Date Place Place

COUNTER SIGNED ENGINEER IN CHARGE

6 Proforma of Schedules

Operative schedules shall be supplied separately to each intending tenderer

SCHEDULE "A"	Schedule of Qty	Uploaded separately
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SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	
1	2	3	4	5

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S.	Description		Hire charges per day	Place of issue				
No.								
1	2		3	4				
	NIL							
SCHE	DULE "D"	Extra	schedule for specific	As attached in				
		requirer	ments/document for the	tender form.				
		work, if	any:					
SCHE	DULE "E"	Schedul	le of component of other	N. A.				
		Materia	ls, Labour, POL etc. for price					
		escalati	on					
SCHE	DULE "F"	Referen	ce to General Conditions of					
		contrac	t.					
Name	e of Work:	Constru	Construction of Fine Dining Restaurant at IIT Kanpur					
		premise	2S.					

Estimated cost of	Rs. 71,71,059/-
the work:	
Earnest money	Rs. 1,43,421/-
Performance	5% of the tendered value of the work
Guarantee	
Security Deposit	2.5% of the tendered value of the work

General rules and direction:

Officer inviting tender	Executive Engineer, IWD, IIT, Kanpur	
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Definitions:

2(v)	Engineer-in-charge				
	For civil item works	Executive Engineer,			
		IWD, IIT Kanpur			
2(vi)	Accepting authority	Superintending Engineer,			
		IWD, IIT Kanpur			
2(vii)	Percentage on cost of	15%			
	materials and labour to cover				
	all overheads and profits				
2(viii)	viii) Standard Schedule of Rates:				
	Civil Items of Work:	to date correction Slips			
2(ix)	Department	IWD, IIT Kanpur			
2(x)	Standard CPWD contract Form:	GCC 2023 construction works, CPWD form-7 as modified & corrected up to 30.11.2024 (Whether correction vide latest circulars are in corporate or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding			

		Amendments should be read as follows: a- The Quoted rates should be exclusive of GST. b- The GST as applicable shall be paid extra.
Clause 1	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period as provided in i) above	15 Days 7 Days
Clause 1A	Applicable. The Defect liability period shall be One year from the date of handing over of the assigned works to the user/Institute	
Clause 2	Authority for fixing Compensation under Clause 2	SE, IWD, IIT, Kanpur. Or successor thereof
Clause 2A	Whether Clause 2A shall be applicable	Yes
Clause 5	i) Number of days from the date of issue of letter of acceptance for reckoning date of start	22 days Four (4) months

	ii) Time allowed for execution of work	
i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days
ii)	Mile stone	Time allowed for execution of work along with the amount to be withheld in case of non-achievement of milestone are shown in Tables 6
Authority to decide	Extension of time	SE, IWD, IIT, Kanpur. Or successor thereof
Clause 6A	Computerized Measurement of bills	APPLICABLE
Clause 7	Payment on intermediate certificate to be regarded as Advances	APPLICABLE
Clause 10A	Material to be provided by the contractor	APPLICABLE
Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	NOT APPLICABLE
Clause 10 C	Component of labour expressed as percentage of value of work	NOT APPLICABLE
Clause 10 CA	Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed	NOT APPLICABLE

Clause 10 CC	Increase/Decrease in Price of materials/wages	NOT APPLICABLE					
Clause 11	Work to be Executed in Accordance with Specifications, Orders etc.	CPWD Specifications of all Civil items(CPWD Civil specification vol.1 and vol.2, 2019), with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil Works.					
Clause 12: Type of work		New work.					
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building works	Apply for building work	Any limit					
Clause 16	Competent Authority for deciding reduced rates: For Civil items	S.E., IWD IITKANPUR					
Clause 17	Defect liability period	03(Three) year					
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per site requirement					
Clause 32	Requirement of Technical Representative(s)	As per table 9					
The details of appointed engineers/technical staffs have to be verified and approved by Engineer- in-charge							
Table 6 Major milestones of the project							

SI. No.	Description of Milestone (Physical)	Time allowed fromdate of start	Maximum duration of work	Amount to be withheld in case of non-achieve of the milestones
1.	Construction of Fine Dining Restaurant at IIT Kanpur premises.	16 weeks	16 weeks	1 %

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 Superintending Engineer, IWD 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., 1% of tendered amount

1.	Time allowed for execution of work	Four (4) months
	Table 7	
	Authority to decide	
1.	Extension of time (EOT)	EE/ SE, IWD IIT Kanpur
2.	Rescheduling of milestones	SE, IWD, IIT, Kanpur
3.	Shifting of start in case of delay in handing over of site.	SE, IWD, IIT, Kanpur

Table 8
Requirement of Technical staff as per Clause 32

	requirement	 	icai staii as	pei elause	-
Sl. No.	Qualificati	Number	Minimum	Designati	Rate at
	on		Experience	on	which the
			in years		recovery
					shall be
					made from
					the
					contractor in
					the event of
					not fulfilling
					provision of
					Clause 32

1.	Graduate /	1	5	Project /	Rs. 250	00/-
	Diploma			Planning /	(Rupees	
				constructi	Twenty	Five
				on / billing	Thousand	d
				Engineer	only)	per
				(Civil)	month,	per
					person	

Note: 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 engineer.

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SI No	Description of	Rates in figures and words at which recovery shall be made from the contractor			
items		Excess beyond permissible variation	Less use beyond the permissible variation		
1.	Cement (PPC)	Double the Issue rate	Double the Issue rate		
2.	Steel reinforcement (TMT Bars)	Not Applicable	Not Applicable		

5. SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: Construction of Fine Dining Restaurant at IIT Kanpur Premises

- The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2. Schedule of quantity is included in this tender for civil items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil schedule. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3. Time allowed for the execution of work is 04 (Four) months.
- 4. Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 5. The contractor(s) shall make his own arrangements for water required for the execution of work. For electricity a temporary electric connection at suitable place shall be provided by the Institute on request of the contractor. The required cable and electrical meter shall be arranged by the contractor. The monthly consumption of electricity shall be recovered from the running bills of the contractors on the approved rates of the Institute.
- 6. Cement shall be arranged by the contractor himself and no secured advance shall be given.
- 7. Steel Reinforcement shall be arranged by the contractor himself.
- 8. Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 9. All measurements and levels shall be taken jointly by the authorized representative of the contractor and the site engineer. Such measurements shall be signed and dated by the authorized representative of the contractor and the site engineer. The joint measurements described above shall be verified by Engineer-in-charge or his authorize representative (AEE/AE/JE) in

- token of their acceptance.
- 10. Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars (<u>Conbextra as manufactured by M/s Fosroc Chemical India Ltd. or approved equivalent</u>) of high early strength.

8. SPECIAL CONDITIONS

- **8.1** In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.
 - i) Institute shall mean the Indian Institute of Technology (IIT), Kanpur.
 - ii) The President shall mean the Board of Governors, IIT Kanpur.
 - iii) Superintending Engineer shall mean the Superintending Engineer of the Institute, who as overall In-charge and head of the Institute Works Department shall direct the contract.
 - iv) The Engineer-in-charge, who shall administer of the work, shall mean the Executive Engineer- I for civil works.
 - v) Government or Govt. of India shall mean the Indian Institute of Technology represented by its Director.
 - vi) The term Director General of Works shall mean the Chairman, Building & Works Committee of the Institute.
 - vii) Accepting authority shall mean the Director, IIT Kanpur on behalf of the B&WC.
 - viii) Site Engineers shall mean the Assistant Executive Engineer / Assistant Engineer & Junior Engineer (Civil) appointed by Institute works department.
 - ix) IWD, Indian Institute of Technology Kanpur for rendering services to supervise, check & certify all measurements, prepare the bill for payment to the contractor for both civil and to ensure the timely and qualitative completion of the Project.
 - x) No labour huts/ jhuggies shall be allowed to construct in the campus except for the security persons at work site with proper sanitation arrangements after due approval of the Superintending Engineer.
 - xi) Any damage caused to the existing roads, power cables, telephone cables, water lines and structures by the contractor's equipment's, shall have to be made good by the contractor at his own cost.
 - xii) The contractor shall have to provide the safety jackets (reflective), safety shoes, safety helmets (ISI mark) and safety belt (double harness clip type

locking arrangement) to the workers as under the general obligations under contract, no separate payment on this account shall be made. All other safety provisions as existing in GCC 2023 and National Building Code shall also be applicable.

- xiii) If the work is carried out in more than one shift or during night no claim on this account shall be entertained.
- xiv) 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.
- xv) The rate of items of flooring is inclusive of providing sunk flooring at bath rooms kitchen etc. and nothing extra on this account is admissible.
- xvi) 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.
- xvii) For construction 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. The malba / rubbish shall required to be removed from site of work on daily basis, if the same is not removed a token penalty of Rs. 250/- per day shall be levied till the removal of malba. This shall be recovered from the bill. The contractor should not throw the malba from higher floors directly on the ground. It should be brought down through the staircase by the workers or proper shoute should be installed for this purpose.
- xviii) Plinth level- the Plinth Level of Building is to be kept as per drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level with be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractors rates quoted for all these items shall, therefore, the deemed to cater for extra height of plinth.

xix)

8.2 Duties & Powers:

Site Engineers:

The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship employed in connection with the works, and to test and examine any materials to be used. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor, except as expressly

provided here under, to order any work involving delay or any extra payment by the Institute, nor to make any variation in the works.

8.3 Assignment Subletting:

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

8.4 Proposed action in case of an accident at site.

- i) Contractor has to appoint qualified safety officer for proper adhering safety requirements during the entire period of contract.
- ii) In case of any serious accident at work site, the Institute may cause an enquiry / investigation into the accident and depending on the outcome of such enquiry / investigation, the institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, which may also lead to termination of the contract, and / or forfeiture of the security deposit made by the contractor, and / or the contractor may be may be debarred from applying for future works in the campus for a specified period.

8.5 Labour & Laws.

- i) All labour payment shall have to made in the account of respective works the payment proof suitable submitted to MWMC office.
- ii) Contractor has to open a separate EPF account at Kanpur for the workers engaged on the construction site in the Institute.
- iii) All labour should be issued an I-card on format approved by the Institute.
- iv) In case of a serious violation of labour laws by the contractor in respect of the works awarded by the institute under these agreement, the institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, which may lead to termination of the contract, and / or forfeiture of the security deposit made by the contractor, and / or the contractor may be debarred from applying for future works in the campus for a specified period.

9 Terms & Conditions of Contract

9.1 Timely Completion

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

9.2 Rates

- 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, GST shall be paid extra as per government rule) and nothing extra shall be payable to him on this account.
- 2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the

- item irrespective of whether they have been specifically mentioned in the tender document or not.
- 3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final &shall be binding on the contractor.
- 4. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per requirement of the work at his own expenses. Nothing shall be paid on this account.
- 5. 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.
- 6. All materials shall only be brought at site as per advice and prior approval of the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 7. 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.
- 8. 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.

9.3 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 ISSpecifications.
- 3. The proposed work in Institute premises 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 engineerin-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 atany 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. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
- 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

- genuinely 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 besuitable for the environmental conditions at the location of the work.
- 11. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
- 12. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
- 13. 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.
- 14. 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.
- 15. Detailed quality assurance refers 10.0 Quality assurance of work.
- 16. Detailed Additional Terms & Conditions refer 11.0

9.4 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 contractorat his own cost and no claim on this account shall be entertained.

9.5 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 100% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned 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 the 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-incharge.

9.6 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.

9.7 Water and Flooding

- 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 quantity.
- 2. 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 not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages

caused, if any.

3. The water charges (for water connection) shall be borne by the contractor.

9.8 Acts and Laws

- 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 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.

9.9 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 beach 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.

9.10 Indemnification:

- 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.

9.11 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.

9.12 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.

9.13 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 orbreach 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 the reunder 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.

9.14 Jurisdiction of Courts

The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction

to try any asall the disputes(s) between the parties arising out this Agreement.

10 QUALITY ASSURANCE OF THE WORK.

1 The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, and other works as desired by Engineer In Charge for his approval before execution. The contractor shall also submit bar bending schedule for approval of Engineer –in – charge before execution.

2 **Test Laboratories: Sampling of Materials**

- i) Sample of building 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.

11. ADDITIONAL TERMS & CONDITIONS

- 1. 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.
- 2. 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.
- 3. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 4a. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 4b. 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.
- 4c. The work of water supply, internal sanitary, lift, fire fighting installations and drainage etc. shall be carried out as per the bylaws. The contractor shall obtain such NOC from respective authorities.
- 4. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity, lift and firefighting etc. and nothing extra whatsoever shall be payable for the same.
- 5. 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.

- 7a. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR- 2023 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.
- 7b. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.
- 7c. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.
 - 7. 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.
- 8. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 23 of CPWD specification 2009 Vol. I with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer-in-charge or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the same is maintained in the standard proforma.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

Date of	Quantity	Progressive	Date of	Quantity	Items of work for
receipt	received	total	issue	issued	which issued

1	2	3	4	5	6

PARTICULARS OF ISSUE

Qty. returned at the end of the day	Total issued	Daily balance in hand	Contractor's initial	JE's initial	Remarks (AE/EE's periodical check)
7	8	9	10	11	12

- 13. In case of concrete and reinforced concrete work, the contractor shall be required to make arrangements for carrying out compressive strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, their proper curing and carriage up to the laboratory where the tests are to be got conducted. The cube tests may be performed at institute / site laboratory approved by the Engineer-in-charge.
- 14. In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD Specifications 2009 Vol.I & II with upto date correction slips the higher of the two frequencies of testing shall be adopted. Nothing extra shall be payable to the contractor on this account.

11.1 ADDITIONAL TERMS & CONDITIONS FOR VARIATION IN CONSUMPTION OF PIG LEAD

The pig lead for caulking of joints of SCI pipes shall be used as per the theoretical consumption for SCI pipes of sizes 100mm, 75mm, 50mm at 0.98kg., 0.88kg. and 0.77kg.per joint respectively. Over and above the theoretical quantities of lead as worked out a variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and the theoretical consumption worked out on the above basis shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor, also a variation of 5% shall be allowed. In case the variation is on the lower side, the quantity of pig lead used less shall be recovered from the contractor at market rate to be determined by the Engineer-in-charge whose decision in this matter shall be final.

11.2 ADDITIONAL TERMS & CONDITIONS FOR WATER PROOFING TREATMENT

The contractor shall associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment for basement/lower ground floor, under ground tank and on roofs. Guarantee in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of ten years

from the date after the maintenance period prescribed in the contract, which shall be counter signed by the contractor as token of overall responsibility. In addition 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done. However half of this retained amount will be released after five years, if the performance of the work done is found satisfactory. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor. This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 10 years is produced and deposited with the department by the contractor.

S.N	ROOFING AND WATER PROOFING
	The following shall NOT be measured separately and shall be deemed to be included in the rates quoted.
1.	Preparation of surface for laying of insulation and Waterproofing treatment as required by the specialist Contractors. The surface should be cleared of all loose mortar, dust and waste by hacking and cleaning with wire brush.
2.	All cutting, dressing, trimming and waste including cutting to required shapes.
3.	Work in narrow widths, to required profiles and at all locations as shown.
4.	Work at all heights and depths.
5.	Testing of treated areas in approved manner for performance of the treatment.
6.	Treating all openings and around all pipes or such, passing through.
7.	All protection to the water-proofing surfaces to prevent damage by other trades.
8.	The treatment shall carry a guarantee of 10 years, which shall be given by the water - proofing specialist contractor and counter-signed by the main contractor. The main contractor shall be fully responsible for the performance of the water-proofing treatment.
9.	Minor modifications in the contract specifications of the treatment, may be accepted according to the method of the treatment of the respective water-proofing specialist contractor.

11.3 ADDITIONAL TERMS & CONDITIONS FOR QUALITY OF BRICKS

Bricks shall confirm to CPWD Specifications 2009 Vol.I & II and Bricks of quality first class local available shall be used by the Contractor in place of class designation 75 mentioned in all the items using bricks in Bill of Quantity

11.3 ADDITIONAL TERMS & CONDITIONS FOR QUALITY & QUARRIES OF STONE AGGREGATE & SAND

11.4.1 The Stone aggregate/stone shall be brought from quarries as approved by the Engineer-in-charge, as shown below against each or any other quarry. The materials shall however confirm to CPWD specifications

Stone/Sand	From
Stone aggregate 40mm nominal size and above	Quarry at Jhansi
Stone aggregate 20mm nominal size and below	Quarry at Jhansi
Stone for soling	Quarry at Jhansi
Coarse sand of fineness modulus 2.5 to 3.5 and confirming to CPWD specification 2009 Vol.I & II with upto date correction slips.	Obtained from Kalpi/Hamirpur or any other quarry approved by the Engineer-in-charge
Fine sand of fineness modulus 1.2 to 1.6 and confirming to CPWD specification 2009 Vol.I & II with upto date correction slips.	Obtained from local Ganga sand or any other quarry approved by the Engineer-in-charge

The contractor shall provide approved type of supports for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings. Spacer blocks of required shape and size, MS chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (conbextra as manufactured by M/s Fosroc Chemicals India Ltd. Or approved equivalent) of high early strength. Blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-Charge. Rate of item of steel reinforcement is inclusive of cost of such cover blocks.

11.5 ADDITIONAL TERMS & CONDITIONS FOR CONDITIONS FOR CEMENT:

- 11.5.1 The contractor shall procure Pozolona Portland cement (conforming to IS 1489 (part-I) in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more such as A.C.C., Ultratech, J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc. Supply of cement shall be taken in 50 Kg bags, bearing manufacture's name and ISI marking. Samples of cement, arranged by the contractor, shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cost of the 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 else where in the

- documents.
- b) By the department, if the results conforms to relevant CPWD Specifications / BIS code or specification mentioned else where in the documents.
- 11.5.2 The cement godown of the capacity to store a minimum bag of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to lock the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 11.5.3 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement also shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein.
- 11.5.4 Wet curing period shall be enhanced to a minimum of 10 days or its equivalent. In hot & arid regions, the minimum curing period shall be 14 days or its equivalent.

11.6 ADDITIONAL TERMS & CONDITIONS FOR CONDITIONS FOR STEEL

- 11.6.1 The contractor shall procure TMT bars of **Fe 500 D** grade from primary producers such as **SAIL or TISCO or RINL** as approve by Ministry of Steel.
 - The TMT bars procured from primary producers shall conform to manufacture's specifications.
 - TMT bars procured from primary producers, the specifications shall meet the provisions of IS 1786: 2008 pertaining to Fe 500 D grade of steel as specified in the tender.
- 11.6.2 The contractor shall have to obtain vouchers and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- 11.6.3 Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1)I above, the same shall stand rejected and it shall be removed from the site of work by the contractor at his cost within a week time of written orders from the Engineer-in-charge to do so.
- 11.6.4 The steel reinforcement shall be brought to the site in bulk supply.
- 11.6.5 The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion & corrosion, and nothing extra shall be paid on this

- account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 11.6.6 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	For consignment below 100 tonnes
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof

- 11.6.7 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below:
 - By the contractor, if the results show that the steel does not conform to relevant BIS codes.
 - By the department, if the results show that the steel conforms to relevant BIS codes.
- 11.6.8 The steel brought to the site and the steel remaining unused shall not be removed from site without the written permission of the engineer-in-charge
- 11.6.9 Steel bars 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.
- 11.6.10 If the quantity of steel actually used in the work is found to be more than the theoretical quantity of steel including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work the quantity of steel used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in clause 42). The cost of quantity of steel so less used shall be recovered from the contractor at rate as specified in schedule 'F'. Decision of the Engineer-in-Charge in regard to theoretical quantity of steel which should have been actually used and recovery of the rate specified shall be final and binding on the contractor.
- 11.6.11 In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.

- 11.6.12 Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawing) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- 11.6.13 The standard sectional weights referred to as per Table in CPWD specifications for works 2009 Vol.-I will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars into standard weight.
- 11.6.14 Records of actual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as derived actual weight.
 - 11.6.15 Mixing of different type of steel/different grades of steel shall not be allowed in the same structural members as main reinforcement to satisfy clause 26.1 of IS:456.

11.6.16 Tolerances on Nominal Mass:-

SI. No.	Nominal size mm	Tolerances on the Nominal Mass, %age
1	Upto and including 10	-8%
2	Over 10 upto & including 16	-6%
3	Over 16	-4%

The steel having lesser weight after allowing permissible variation on minus side will be rejected.

11.7 ADDITIONAL CONDITIONS FOR REINFORCED CEMENT CONCRETE.

- 11.7.1 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including specified variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in clause 42), the cost of quantity of cement so less used shall be recovered from the contractor at the rate as specified in schedule 'F'. Decision of the Engineer-in-Charge in regard to the quantity of cement which should have been actually used as per the schedule and recovery at the rate specified shall be final and binding on the contractor.
- 11.7.2 For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantity of the cement which should have been actually used shall be final and binding on the contractor.

- 11.7.3 Cement register for the cement shall be maintained at site. Specimen form of register is as per Para 25.3.1 & Appendix 28 of CPWD works manual.
- 11.7.4 The account of daily receipts and issue of cement shall be maintained in the register by the authorized representative of the Engineer-in-Charge and signed daily by the contractor or his authorized agent.
- 11.7.5 The RCC work shall be done with Design Mix concrete unless otherwise specified. In the nomenclature of items wherever letter M has been indicated, the same shall imply for the design Mix concrete. For the nominal Mix in RCC, CPWD specifications shall be followed. The Design Mix Concrete will be designed based on the principles given in IS: 456, 10262 & SP 23. The contractor shall design mixes for each class of concrete indicating that the concrete ingredient and proportions will result in concrete Mix meeting requirements specified. In case of use of admixture and/or white cement, the mix shall be designed with these ingredients as well. The specifications mentioned herein below shall be followed for design Mix Concrete.
- 11.7.6 **DESIGN MIX CONCRETE**: The contractor shall be required to submit two separate design mix of concrete with and without use of plasticizers, separately. The decision of the engineer-in-charge to specify the design mix of concrete based on above shall be final.
 - Coarse aggregate: As per CPWD Specifications
 - Fine Aggregate: As per CPWD Specifications.
 - Water: It shall conform to requirements laid down in IS:456: 2000 and CPWD specifications.
 - Cement: Cement arranged by the contractor will be PPC (bag) conforming to IS: 1489 (Part-I). If for any reasons, cement of higher grade brought to site by contractor, the issue, payments rate as well as the quantity to be used in the design mix concrete will remain unchanged.
 - Slump: Design slump should be clearly specified in the mix design.
 - The record of white cement shall be kept in the same proforma and same manner as applicable for gray cement.
- 11.7.7 **Admixture**: -- Admixtures shall not be used without approval of Engineer-in-charge. Wherever required, admixtures of approved quality shall be mixed with concrete as specified. The admixtures shall conform to IS: 9103. The chlorides content in the admixture shall satisfy the requirements of BS: 5075. The total amount of chlorides admixture mixed concrete shall also satisfy the requirements of IS: 456. The contractor shall not be paid anything extra for admixture required for achieving desired workability without any change in specified water cement ratio for RCC/CC work.
- 11.7.8 Grade of Concrete: The compressive strength of various grades of concrete shall to be given as below:

	Grade designation	Compressive strength on 15 cm cubes min. 7 days (N/mm²)	Specified characteristic compressive strength at 28 days (N/mm ²)	Minimum cement quantity (Kg. per cum. Mtr.)	Maximum water cement ratio
i	M 25	As per design	25	330	0.50
ii	M 30	As per design	30	340	0.45

Note:

- i) In the designation of a concrete mix letter M refers to the mix and number to the specified characteristic compressive strength of 15 cm x 15 cm x 15 cm cube 28 days expressed in N/mm²
- ii) The minimum/maximum cement content for design mix concrete shall be maintained as per the quantity mentioned above. Even in the case where the quantity of cement required is higher than the minimum specified above to achieve desired strength based on an approved mix design nothing extra shall become payable to the contractor.
- iii) Design slump has to be constantly monitored and maintained during placing of concrete through slump tests carried out as per CPWD Specifications 2009 Vol.I & II with upto date correction slips, and records maintained accordingly.
- 11.7.9 The concrete mix design/laboratory tests with and without admixture shall be got done by contractor at his own cost and will be carried out by the contractor through the Institute Laboratory, IIT Kanpur:
 - The various ingredients for mix design / laboratory tests shall be sent to the test houses through the Engineer-in-Charge.
- 11.7.10 The contractor shall submit the mix design report from any of above approved laboratory for approval of Engineer-in-Charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved by the Engineer-in-charge.
- 11.7.11 In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be
- 11.8 **WATER CEMENT RATIO:-** To control higher rate of carbonation in early ages of concrete in PPC based concrete, water/cement ratio shall be kept as low as possible, which shall be closely monitored during concrete manufacture.

11.9 APPROVAL OF DESIGN MIX

The mix design for a specified grade of concrete shall be done for a target mean compressive strength Tck=Fck+1.65 s.

Where Fck = Characteristic compressive strength of 28 days

s = Standard deviation which depends on degree of quality control

The degree of quality control for this work is "good" for which the standard deviation (s) obtained for different grades of concrete shall be as bellows:

Grade of Concrete	For "Good" quality of control	
M 25	4.00	
M 30	5.00	

Of the six specimen of each set three shall be tested at seven days and remaining three at 28 days. The preliminary tests at seven days are intended only to indicate the strength to be attained at 28 days

 All cost of mix designing and testing connected therewith including charges payable to the laboratory shall be borne by the contractor.

11.10 **BATCHING**

The batching plant shall conform to IS:4925. It shall have the facilities of presetting the quantity to be weighed with automatic cutoff when the same is achieved. Concreting at places may have to be resorted to through concrete pump for which nothing extra shall be paid.

All other operations in concreting work like Mixing, Slump, Laying Placing of concrete, compaction curing etc. not mentioned in this particular specification for Design Mix of concrete shall be as per CPWD specification.

11.11 WORK STRENGTH TEST TEST SPECIMEN

Work strength test shall be conducted in accordance with IS: 456 on random sampling. Each test shall be conducted on six specimens, three of which shall be tested at 7 days and remaining three at 28 days.

TEST RESULTS OF SAMPLE

The test result of the sample shall be the average of the strength of three specimen. The individual variation shall not be more than 15 percent of the average. If more the test results of the sample are invalid. 90% of the total test shall be done at the laboratory established at site by contractor and remaining 10% in the laboratory of CPWD or in any other laboratory as directed by the Engineer-in-Charge.

Lot size

The minimum frequency of sampling of concrete of each grade shall be according to the following: -

Quantity of concrete in the work cubic	Number of samples.
metre per day	
1-5	1
6-15	2
16-30	3
31-50	4

51 & above	4 + one additional sample for additional
	50 cubic metre or part thereof.

Note: At least one sample shall be taken from each shift.

11.12 STANDARDS OF ACCEPTANCE

- In case the test result of all the samples are above the characteristic compressive strength, the concrete shall be accepted.
- In case the test result of one or more samples fails to meet the requirement (i) above it shall be accepted if both the following conditions are met:
 - Any individual test result is not less than (Fck 4) N/mm²
 - The mean of test result from any grade of four consecutive samples is more than (Fck+4) N/mm².
- Concrete of each grade shall be assessed separately.
- Concrete is liable to be rejected if it is porous or honeycombed, its placing has been interrupted without providing a proper construction joint the reinforcement has been displaced beyond the tolerances specified, or construction tolerances have not been met. However the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the Engineer-in-Charge for which nothing extra is payable to the contractor.
- Only MS centering/shuttering and scaffolding material unless & otherwise specified shall be used for all RCC. Work to give an even finish of concrete surface. However marine ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor on approval by the Engineer-in-Charge.
- 11.12.2 Nothing extra shall be paid for the centering and shuttering circular in shape wherever the form work is having a mean radius exceeding 6 m in plan.
- In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications the level of top surface of RCC shall be accordingly adjusted at the time, of its centering shuttering and casting for which nothing extra shall be paid to the contractor.
- 11.12.4 Measurement As per CPWD specifications.
- 11.12.5 Tolerances As per CPWD specifications

11.13 Rates.

- In case of actual average compressive strength being less than specified strength which shall be governed by para "Standard of Acceptance" as above the rate payable shall be worked out accordingly on prorata basis.
- In case of rejection of concrete on account of unacceptable compressive strength governed by para "Standard of Acceptance" as above the work for

which samples have failed shall be redone at the cost of contractors. However the Engineer-in-Charge may order for additional test (like cutting cores, ultrasonic pulse velocity test, load tests on structure or part of structure etc.) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-Charge without any extra cost. However for payment the basis of rate payable to contractor shall be governed by the 28 days cube test results.

11.14 RCC WORK (ORDINARY)

- Water cement ratio for ordinary RCC work shall not be more than 0.50.
 Contractor shall use concrete mixture of proper design and arrangement for measuring water for mixing of concrete.
- In respect of all projected slabs at all levels including cantilever canopy the
 payment for the RCC work shall be made under the item RCC slabs. The
 payment for shuttering at the edges shall be made under item of centering
 and shuttering of RCC slabs. Nothing extra shall be paid for the side shuttering
 at the edge of these projected balconies and projected varandah slabs.

11.15 **REINFORCEMENT:**

The rate of reinforcement in RCC work includes all operations including straightening cutting, welding, binding with annealed steel wire or welding and placing in position at all the floors with all leads and lift complete.

Hacking of surfaces in beams, slabs, columns, fins, facias, chajjas, etc shall be done while the concrete is green as soon as possible after the removal of shuttering except in the exposed concrete work.

11.16 **SHUTTERING**

All centering and form work shall be made of steel, rigid and of robust construction. All vertical props shall be cut square at both ends and shall rest on double wages, placed on continuous horizontal runners on firm natural soil. Resting of props or runners on made up soil shall not be permitted on any account. All members of the form work shall be closely fixed without any gap between them so as to safeguard against any settlement or displacement of shuttering at the time of concreting.

11.17 **PAYMENT / MEASUREMENT**

Only surfaces, which are finally required to be maintained exposed/fair faced as per drawings, shall be measured and paid for under respective item. Nothing extra shall be paid for forming beads, fillets, throats, chamfers and grooves not exceeding 100mm x 25mm unless otherwise specified.

- All other operations in concreting work like Mixing, Slump, Laying placing
 of concrete, compaction curing etc. not mentioned in this particular
 specification for Design Mix of concrete shall be as per CPWD
 specification.
- In order to keep the floor finish as per architectural drawing and to
 provide required thickness of the flooring as per specifications the level
 of top surface of RCC shall be accordingly adjusted at the time, of its
 centering shuttering and casting for which nothing extra shall be paid to
 the contractor.
- 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

12 SPECIFICATIONS FOR ALUMINUM DOOR, WINDOW AND VENTILATOR WORKS ETC

12.1 Extent and intent:

The work shall be carried out through an approved specialist contractor who shall furnish all materials, labour, accessories equipment tool and plant and incidental required for providing and installing anodized aluminum doors, windows, claddings, louvers and other items as called for in the drawings. The drawings and specifications cover the major requirement only. The supplying of additional fastenings, accessory features and other items mentioned specifically herein but which are necessary to make a complete installation shall be a part of the contract.

12.2 **General**:

Aluminum doors, windows, etc. shall be of sizes, section details as shown on the drawings. The details shown on the drawing's location gives generally the sizes of the component's parts and general standards. These may be varied slightly to suit the standards adopted by the manufacturer. Before proceeding with any manufacturing, the contractor shall prepare and submit complete manufacturing and installation drawings for approval of the Engineer-in-Charge and no work shall be performed until the approval of these drawings is obtained

12.3 **Shop Drawings:**

The Institute shall submit the shop drawings of doors, windows, louvers claddings and other aluminum work, based on architectural drawings to the Engineer-in-Charge for his approval. The drawings shall show full size sections of doors, windows etc. thickness of metal (i.e. wall thickness) details of construction, sub frame/rough ground profile anchoring details, hardware as well as connection of windows doors, and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.

12.4 Samples:

Samples of doors, windows, louvers etc. shall be fabricated, assembled and submitted to the Engineer-in-Charge for his approval. They shall be of sizes, types etc. as decided by Engineer-in-Charge. All samples shall be provided at the cost of the contractor.

Sect ion:

Aluminum doors and windows shall be fabricated from extruded section of profiles as detailed on drawings. The sections shall be extruded by the manufacturers approved by the Engineer-in-Charge. The aluminum extruded section shall conform to IS designation 63400-WP(HV9WP old designation) with chemical composition and technical properties as per IS: 733 and IS: 1285. The permissible dimensional tolerance of the extruded sections shall be such as not to impair the proper and smooth function/operation and appearance of doors and windows

12.5 **Fabrication:**

Doors, windows etc. shall be fabricated to sizes as shown at factory and shall be of section, sizes combinations and details as shown in the Architectural drawings. All doors, windows etc. shall have mechanical joints. The joints shall be designed to withstand a wind load of 150 kgs per sqm. The design shall also ensure that the maximum deflection of any member shall not exceed 1/175 of the span of the member. All members shall be accurately machined and fitted to form hairline joints prior to assembly. The joint and accessories such as cleats, brackets, etc. shall be of such materials as not to cause any bimetallic action, the design of the joints and accessories shall be such that the accessories are fully concealed. The fabrication of doors, windows etc. shall be done in suitable sections to facilitate easy transportation, handling and installation. Adequate provision shall be made in the door and windows members for anchoring to support and fixing of hardware and other fixtures as approved by the Engineer-in-Charge.

12.6 **Anodizing:**

All aluminum sections shall be anodized as per IS: 7088 and the required colour as specified in the item as per IS: 1868 grading as specified in items schedule after cuttings the member to the required & requisite sizes before the final assembly. Anodizing to specified grade with minimum average thickness of 15 microns when measured as per IS:612. The anodic coating shall be properly sealed by steams or in boiling water or cold sealing process as per IS: 1856/IS:6057. Polythene tape protection shall be applied on the anodized section before they are brought to site. All care shall be taken to ensure surface protection during transportation and storage at site and installation. The tape protection shall be removed on installation. The sample will be tested in the approved laboratory and cost of samples, cost of testing, shall be borne by the contractor

12.7 **Powder Coating:**

The powder used for powder coating shall be polyester powder made by Berger or Jenson & Nicholson or equivalent. The thickness of powder coating shall not be less than 50 microns at any point measured with micron-meter.

12.8 **Protection of Finish:**

All aluminum members shall be wrapped with approved self-adhesive non-staining PVC tapes:

12.9 Handing and Stacking

- 12.10.1. Fabricated materials shall be crated in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care on receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces/parts. Materials found to be acceptable on inspections shall be repacked in crates and stored safely.
- 12.10.2. In the case of composite windows, and doors the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is done. Units may be serial numbered and identified as how to be assembled in their final location if situation so warrants.
- 12.10.3. Where aluminum comes into contact with masonry brickwork, concrete planter or dissimilar metals, it shall be coated with approved insulation lacquer paint or plastic tape to ensure that electro-chemical corrosion is avoided. Insulation materials shall be trimmed off to a clear flush line on completion.

12.10.4. SILICON SEALANT:

The peripheral gaps between plastered faces /RCC and aluminum sections shall be sealed both from inside and outside to make the windows watertight. Gaps upto 10 mm between the peripheral aluminum member and masonry/RCC/Stone shall be sealed by inserting Backer Rod manufactured by HT TROPLAST or Supreme Industries and by application of weather silicon/sealant of DOW Corning/GE Silicon make

12.10.5. The contractor shall be responsible for doors, windows etc., being set straight plumb, level and for their satisfactory operation after fixing is complete.

12.10 **Installation:**

12.10.1 Just prior to installation the doors, windows etc. shall be uncrated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners of approved size and manufacture and in an approved manner. The holes in concrete/masonry members for housing anchor bolts shall be drilled with an electrical drill.

12.10.2 The doors, windows assembled as shown on drawings shall be placed in correct final position in this opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat holes with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nut is forced into the anchor. The frame shall then be placed in final position in the opening and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supports and be plumbed in position. The wedges shall invariably be placed at meeting points of glazing bars and frames.

12.11 **Neoprene Gaskets**

The contractor shall provide and install Neoprene Gaskets of approved size and profile at all locations as shown and as called for to render the doors windows etc. absolutely air tight and weather tight. The contractor shall produce samples of the gaskets for approval and procure after approval only.

12.12 **Fittings:**

Hinges, stays, handles, tower bolts, locks and other fittings shall be in quality and manufacturer as approved by the Engineer-in-Charge.

12.13 Manufacturer's Attendance:

The manufacturer immediately prior to the commencement of glazing shall adjust and set all windows and doors and accept responsibility for the satisfactory working of the opening frames.

12.14 **Details of Test:**

- 12.14.1 The various tests on aluminum section shall be conducted in accordance with the relevant IS codes.
- 12.14.2 The minimum number of tests for anodic coating and corrosion resistance shall be as given below:

SI.	Details	No. of Tests
No.		
(i)	Doors, windows & ventilators	5% of Nos. manufactured

- 12.14.3 The sample of major member of each unit of doors/windows shall be selected at random by Engineer-in-Charge such as that all the aluminum section shall be got tested.
- 12.14.4 The cost of samples, carriage of the samples and testing charges if any shall be borne by the contractor.

12.15 **Acceptance Criteria:**

The aluminum section shall be conforming to the provisions of the relevant item in the schedule of quantities. For payment purpose only, actual weight of sections shall be taken into account. If however, the sectional weight of any aluminum section is higher than the permissible variation then the weight payable shall be restricted to the weight of the section including permissible variation.

12.16 **Measurement:**

Payment by weight shall be made for aluminum sections including beading only and all fixing angles, fittings, and fixtures such as handles and hinges etc. shall not be included in the weight to be paid.

	ALUMINUM WORKS
S.N.	
1.	All plugs, screws, nails, pins, keys, glazing clips and such other fixing accessories.
2.	Mild steel holdfast welded or screwed to frame as shown embedding, anchoring the same in concrete etc. in supports walls/ concrete members.
3.	Expansion bolts/Rawl bolts and machine screws for fixing to supports as approved by the Engineer.
4.	All Rebates and profiles etc. as shown.
5.	Filling and finishing neat gaps around frames with approved mastic.
6.	Work at all heights, depths, locations and all shapes.
7.	Fixing of all hardware, unless other wise mentioned.
8.	Seasoning of all wood before use. Application of approved wood preservative on the wood surfaces in contact with masonry and/or concrete work.
9.	Application of silicon based sealant all around aluminum frames.
10.	The contractor shall review the aluminum sections and assembly system shown in the tender drawings, which are indicative only. The contractor shall submit before execution, a detailed system in the form of shop drawings giving full sectional details of the assembly system, weight of each Aluminum section per metre length, coupling members, method of fixing etc. duly supported with specifications etc. The contractor shall also give all mechanical properties of sections e.g. perimeters, area, moments of inertia about bending axes, principal axes etc. They shall also supply detailed calculations for maximum stresses developed in the sections and also maximum deflections under stipulated wind loads. This system, after approval of the Engineer, shall be binding on the contractor and nothing extra shall be paid, on account of non-availability of sections or any other reason, whatsoever, during the currency of the contract. Similarly proportionate deductions shall be made for using sections of lesser weight than specified in the approved system.

- 11. The contractor is advised that it is entirely his responsibility to protect the Aluminum/ Steel sections of door and window from staining and damage by the plaster, other civil finishes etc. above using non-staining protection tapes. There shall not be any extra payment for this protection and all activities and materials required are deemed to be included in the contractor's rates of the respective item.
- 12. All testing of individual materials and the installed door and window system with respect to wind pressure and ingress of water.

12.17 **Guarantee Bond:**

All aluminum work shall carry two years guarantee to be reckoned from the date after the expiry of maintenance period prescribed in the contract of the work against structural unstability, leakage, unsound materials and workmanship and defective anodizing, colouring, sealing and finishing as per guarantee bond attached in this tender document.

Two years guarantee in prescribed proforma attached must be given by the specialized firm, which shall be counter signed by the contractor in token of his overall responsibility. 10% (Ten Percent) of the cost of these items would be retained as guarantee to the performance of the work done. The guarantee against this item of work shall be in addition to the security deposit mentioned elsewhere in the contract form. If any defects or deficiencies are noticed during the guarantee period the same shall be rectified by the contractor within seven days of issue of the written notice by the Engineer-in-charge, failing which the defects/deficiencies would be got removed by the Engineer-in-charge from another agency at the risk and cost of the contractor. However, this amount of the guarantee can be released in full, if bank guarantee of equivalent amount for the required period is produced and deposited with the department.

12.18 **Rates:**

12.18.1 The rates of the item shall include the cost of materials and labour required in all the above operation inclusive cost of providing and fixing silicon sealant elaborated in para 12.10.4 above.

GUARANTEE

TO BE EXECUTED BY THE CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this	day of	Two thousand and
between		son of
	(hereinafter called the	Guarantor of the one part) and the
PRESIDENT OF INDIA (hereina	fter called the Government of	of the other part).
WHEREAS THIS agreement is	supplementary to a contract	ct (hereinafter called the contract)
dated	and made between	the GUARANTOR OF THE ONE part
and the Government of the oth	er part, whereby the contract	ctor, inter alia, undertook to render
the buildings and structures in	the contract recited complete	ely 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 ten 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-incharge 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 thereunder 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

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

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

SI.	Material description	Manufacturer / Brand Name
No.		
1.	Ready Mix Concrete	Ultratech Concrete, ACC Ready Mix and RMC India
2.	Cement (PPC/OPC)	ACC, Ultratech, Vikram, Shree Cement, Abuja, JK Cement, Century Cement, Jaypee Cement & Prism Cement.
3.	White Cement	Birla White, J.K. White
4.	Reinforcement Steel	SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd
5.	Water proofing compounds, admixtures, plasticizer, super plasticizer, curing compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), STP Ltd., Sika, BASF, Ardex Endura & Parma Construction Aids Pvt. Ltd.
6.	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit: LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, STP Ltd., Ardex Endura, Perma Construction Aids Pvt. Ltd.
7.	Water proofing compound for bathroom/ toilet /balcony & other wet area	Fosroc: Bush Bond, STP Ltd.: Shalicrete, CICO: Tapecrete, Dr. Fixit: Pidifine 2K, Sika: Topseal 107, Asian Paints: Damp Block 2K & equivalent
8.	Crystalline water proofing compound	Product of BASF, Ardex Endura, Perma Construction Aids Pvt. Ltd. Fosroc: Bushbond TGP, Dr. Fixit: Dr. Fixit Krystalline, Sika: Sika 101h, Asian Paints: SmartCare & equivalent product of BASF, Ar- dex Endura, STP Ltd., Perma Construction Aids Pvt.
9.	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, BASF, Perma, Ardex Endura, JK White & Ferrous Crete.
10.	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
11.	Polycarbonate sheet	GE Plastic, LEXAN & MG Polyplast
12.	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
13.	Particle board	Action TESA, Merino, Archidply & Orion Doors
14.	Laminates	Action TESA, Greenlam, Century Ply, Merino,

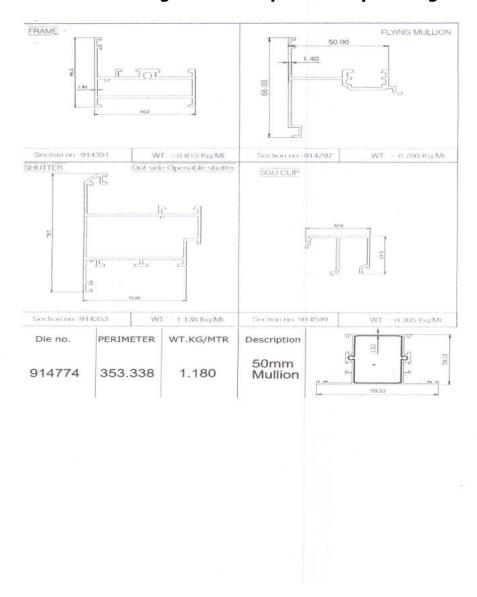
		Archidply, Virgo & Orion doors
15.		Duro, Century, Durian, Archidply, Green Ply, JAYNA (Jain Wood Industries), Jain Doors Pvt. Ltd., GREENPANEL & Orion Doors Note: Only ISI marked flush door shutters to be used.
16.	Fire rated doors	Signum fire protection, Shakti Metdoor, NAVAIR, Promat, Thrislington, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott
17.	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Interarch, Hi- steel of PR Ceiling Products
18.	Plywood / Veneer	Greenply, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors.
19.	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite & Timbertone of ICI dulux.
20.	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
21.	Aluminum section	Hindalco, Jindal & Indian Aluminium Co.
22.	Anodized aluminum hardware (Heavy Duty)	Kilon, Alualpha, Classic & Ebco.
23.	Clear / Float/Frosted/Toughen Glass/ Refractive glass	Saint Gobain, AIS & Modiguard
24.	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, GEZE, Godrej & Hardwyn
25.	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26.	Silicon based water repellant /weather sealant	GE Plastics, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit/ Roff
27.	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28.	Mosaic tiles/ChequeredTiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon,
29.	Glazed Ceramic Tiles	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK & Varmora
30.	Vitrified Tiles (Antiskid /Matt /Glazed)	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK, Varmora & Restile
31.	Paver block & Kerbstone	Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32.	Cement Based wall putty	Asian Paints, Birla Wall Care, JK, White & Ber- ger
33.	Oil bound washable dis	Asian Paints (Professional Acrylic Distemper),
	temper / dry distemper	Nerolac: Beauty Acrylic Distemper, Berger: Bison

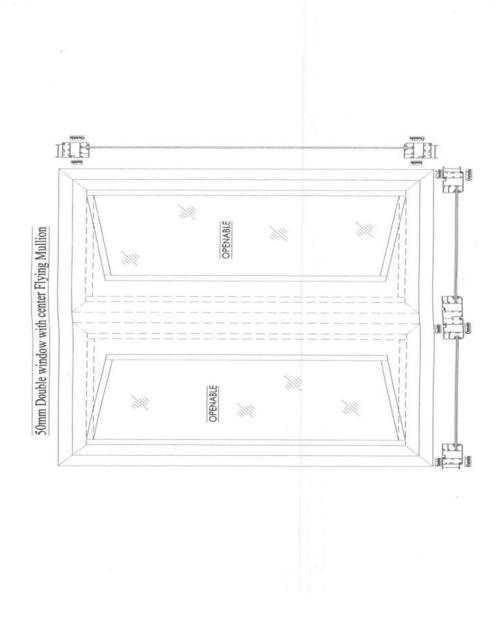
		Acrylic Distemper& Dulux ICI: Maxilite
34.	1st quality acrylic	Asian Paints (Tractor Aqua Lock Paint), Berger:
	distemper (washable/	Commando or equivalent paints of Nerolac & ICI-
	ready mix / Low VOC)	Dulux
35.	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior,
		Emulsion Paint), Nerolac: Beauty Gold, Berger:
		Rangoli Total Care & ICI Dulux: Super Cover,
		Indigo
36.	Plastic emulsion paint	Asian Paints: (Apcolite Heavy Duty Premium
		Emulsion Paint), Nerolac: Impression, Berger:
		Easy Clean & ICI Dulux: 3 in 1
37.	Premium acrylic emulsion	Asian Paints: (Royale Luxury Emulsion), Nero-
	paints (Interior)	lac: Impression, Berger: Silk & ICI Dulux: Vel- vet
		Touch, Indigo
38.	Textured exterior paint	Asian Paints, Nerolac, Berger Paints, Ultratech
		Paints &Luxture
39.	Acrylic smooth exterior paint	Asian Paints: (Apex/Professional Premium Ex-
		terior Emulsion), Nerolac: XL, Berger: Weather
		Coat & ICI Dulux: Weather Shield, Indigo
40.	Premium acrylic smooth	Asian Paints: Apex Ultima, Nerolac: XL total,
	exterior paint with sil- icon	Berger: Weather Coat all Guard & ICI Dulux :
44	additive	Weather Shield Max
41.	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel,
		Nerolac: Synthetic Hi gloss, Berger: Luxol Hi
42	Compart Duine ou	gloss & ICI Dulux: Gloss Synthtic enamel.
42.	Cement Primer	Nerolac, Berger (BP white), STP Ltd., Asian
42	Charlesins on (Dad Ovida Zina	(Decoprime WT) & ICI (White primer).
43.	Steel primer (Red Oxide Zinc	Asian Paints, Nerolac, Berger & ICI
44.	Chromate Primer) Wood primer	Asian Paints (wood primer - White/Pink),
	Wood primer	Burger, ICI & Nerolac
45.	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI,
15.		Kansai, & Akzo Nobel
46.	Fire paint	Asian paint, STP Ltd., Akzo Nobel, PROMAT, &
10.	The panie	JOTUN
47.	GI/MS Pipe	Tata, Jindal (Hisar) & Prakash Surya
48.	GI Fittings	Unik, AVR & Zoloto
49.	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
50.	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA, Kapil
		Ansh & & Kesoram
51.	UPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd,
	-	Ashirwad &Prayag Polymers Pvt. Ltd
52.	SW Pipes (BIS approved)	Anand, Parry & Perfect

53.	Centrifugally Cast (Spun) Iron Pipes & Fittings /Hub	NECO, BIC, Kapilansh, SKF, Raj Pattern Makers & Founders Pvt. Ltd. or any other ISI marked make
54.	less pipes & fittings CI Manhole covers, frames & GI Gratings	NECO, BIC, SKF & Kapilansh,
55.	SFRC Manhole covers & gratings	K K Jain & Pragati
56.	CP brass fittings (Superior range)	Jaquar, Grohe & Roka.
57.	CP brass fittings (Nor- mal Range)	ESSCO (by Jaquar), Parryware, CERA, Kerovit (Kajaria), Johnson & Prayag Polymers Pvt. Ltd.
58.	Sanitary ware, fittings & accessories	Kerovit (Kajaria), CERA, Jaquar, Parryware, Hindware & Prayag Polymers Pvt. Ltd.
59.	Mirror glass	Atul, Modi Guard & Golden Fish
60.	CPVC Pipe & fitting	Astral, Superme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
61.	Stainless steel sink	Neelkanth, Niralli, Jyna & Prayag Polymers Pvt. Ltd.
62.	FRP doors shutters & frame	Jayna, Fiberways, Jain Doors Pvt. Ltd. & Selected Product Co,
63.	Extruded polystyrene insulation board	Dowcorning, Supreme, Texas & Analco
64.	Gypsum plaster	Ferrous Crete, Gyproc Saint Gobain, Ultra Tech & J K White
65.	Floor hardener	Ironite, Perma, STP Ltd., Ferrok & Hardonate
66.	Modular Expansion Joint	Herculus, Sanfield India Ltd & Vexcolt
67.	Glass Wool	Dow Corning, UP Twiga & Isover
68.	uPVC door/window/ventilator	Fenesta, Komerling, Rheau, Veka, Duroplast, Aluplast & Advika Profiles Pvt. Ltd. (Fabrication and installation will be done by profile
69.	uPVC doors and win-dow hardware	Manufacturer or his authorized fabricator). Roto, Dorset, DNV Accado & Kinlong
70.	AAC block Adhesive	UltraTech, Perma, Ardex Endura & Ferrous Crete
71.	PVC Water Tank	Syntex & Vectus
72.	AAC Block	MAX Blocks, UltraTech, HIL & BILTECH ACE & Gravit
73.	Modular Kitchen	Everyday/Hettich/Steel Art Brand Baskets of AISI 304(18/8); Hettich/Hafele Brand Auto closing, Concealed Hinges; DMS/ Dynasty/ Indoline brand shutter

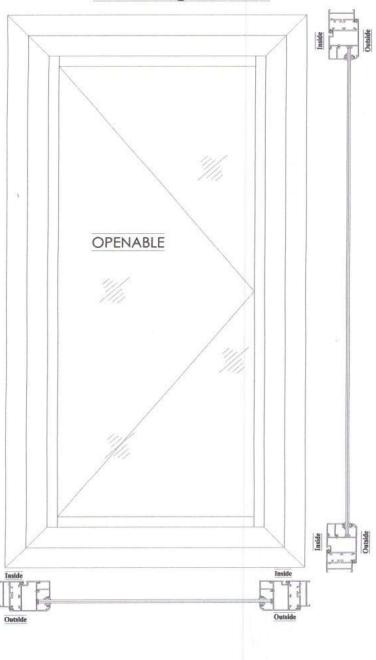
74.	Aluminum shuttering	Knest, S-form, Durand Forms (India) Pvt. Ltd.
		& Mivan
75.	MS Tubular windows &	Jangid Engineering Works, AGFUV, Sen Harvic,
	Pressed Steel door frames	Navair Delhi & Sukriti Delhi
76.	Dash fasteners /Anchors	Hilti, Bosch & Fischer

14. Aluminum Section to be used for doors & windows (opening schedule & drawings should be provided by the Engineer-In-charge)





50mm Single window



15 Testing Charges

केन्द्रीय लोक निर्माण विमाग 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:

- By the contractor, if the result shows that material does not conform to the relevant codes/ specification.
- 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.

अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/16(1)/2021 e-file 9116587 प्रतिलिपिः सभी केलोनियि तथा लोनियि दिल्ली के अधिकारियों को आवश्यक सूचना एव कार्ययाही हेतु।(केलोनियि वेबसाईट के माध्यम से).