

Name of work

Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.

BID DOCUMENT



It is certified that this document contains page 74 pages starting with page no 1

Sr. AE (SG)

Executive Engineer

Superintending Engineer

Office of the Superintending Engineer 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.)

Name of work: Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.

The bidder shall upload the following documents and submit the soft copy of the same mentioning the page no against each document as required in the NIT at CPP portal (Providing tick on specified document)

Sl. No.	Particulars	Document required as per NIT	Attached as page No(s).
1.	EMD scan copy	✓	
2.	GST Registration Certificate	✓	
3.	ESIC Registration	✓	
4.	EPFO Registration	✓	
5.	PAN Card	✓	
6.	Affidavit for not being Blacklisted / debarred /restrained	✓	
7.	Performance report of works executed	✓	
8.	Structure and Organization of the Agency	✓	
9.	Declaration on Details of the Bidder(s)	✓	
10.	Details of Similar Nature of Works Complete	✓	
11.	Declaration about Site Inspection	✓	
12.	Letter of Transmittal	✓	
13.	CPWD - 7	✓	
14.	Tender certificate		
15.	Tender Acceptance Letter	✓	
16.	Copy of Financial turnover from CA along with audited balance sheets certified from CA/bank UDIN No for current 5 years.	✓	
17.	Solvency certificate CA/Bank ** or Net Worth certificate from certified chartered accountant	✓	
18.	Registration details with the Govt. Department CPWD, BSNL, MES, Central PSUs, Central Government bodies, State Government bodies, State PSU's	✓	
19.	Any other documents		

** Bank Solvency: Preferably of the Current Financial Year, but not older than one years

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/ agencies satisfying the eligibility criteria mentioned in the tender document.

NIT No: **16/Civil/D1/2026-27**

1	Name of work	:	Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.
2	Estimated cost (including GST)	:	Rs. 76,64,663/-, The cost is for 12 months. The work shall be carried out on daily complaints basis.
3	Earnest Money Deposit(Rs.)	:	Rs. 1,53,293/-
4	Duration of contract	:	Twelve (12) 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)

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

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

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

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

Superintending Engineer
IWD, IIT, Kanpur

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.

1	Name of organization	:	Indian Institute of Technology, Kanpur
2	NIT No.	:	16/Civil/D1/2026-27
3	Location	:	Indian Institute of Technology, Kanpur
4	Tender / Quotation type (open / limited /EOI / Auction / Single	:	Open Tender
5	Tender / Quotation category (services / works	:	Works
6	Type of Contract (work / supply / auction/ service / buy / empanelment / sell	:	Works
7	Form of contract (CPWD-7/8)	:	CPWD-7
8	Work Category (civil / electrical / fleet / management / computer system	:	Civil
9	Is multi-currency allowed?	:	No
10	Date of publishing / issue / start	:	As per CPP portal
11	Document download start date	:	As per CPP portal
12	Document download end date	:	As per CPP portal
13	Date & time of pre-bid meeting	:	As per CPP portal
14	Venue of pre-bid meeting	:	As per CPP portal
15	Last date & time of uploading of bids	:	As per CPP portal
16	Date & time of opening of Technical bids	:	As per CPP portal
17	Bid Validity Days	:	90 days after opening of technicalbid
18	Earnest Money Deposit (EMD)	:	Rs. 1,53,293/-
19	No. of Bids / Covers (1 / 2 / 3 / 4)	:	2
20	Address for communication	:	Office of Superintending Engineer, IWD, IIT, Kanpur-208016 (U. P.)

		Contact no. 0512-259-7725
21	Email address	: seiwd@iitk.ac.in

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

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from www.eprocure.gov.in
3. 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.
4. The intending bidder must have valid Class-III digital signature to submit the bid.
5. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
6. Contractor can upload documents in the form of JPG format and PDF format.
7. 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.

8. 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.
9. 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.

10. All modifications/addendums/corrigendum's issued regarding this bidding process shall be uploaded on website only.
11. 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.
12. 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 (inclusive of GST), cess, duties, levies etc. required for execution of the work.
13. If claimed, The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
14. The description of the work is as follows: **"Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2, 5, 12, 13 & 14 at IIT Kanpur.**
15. The work is estimated to cost **Rs. 76,64,663/-**. However, this estimate given is mere approximation for guide. **The minor civil maintenance works against Part "A" shall be carried out based on measurements through work order, approved by the Executive Engineer up to a maximum value of Rs. 1.00 Lacs at a time under normal circumstances against single request. The day to day normal and urgent/ emergency works against part "B" is to be carried out through complaints coming from complaint management portal and on the request basis of respective Hall office. The quantity of materials to be given in NIT is for 12 months however the supply of materials is to be made on monthly consumption basis.** The record of the same has to be maintained by the Agency duly certified by the Zonal In-charge of the work.
16. 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.
17. The time allowed for carrying out the entire work will be **Twelve (12)** 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.
18. The site for the work will be handed over as per the special terms and conditions of the document.
19. An approval programme of completion submitted by the contractor after

award of work based on the milestone given in the tender.

20. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in free of cost.
21. 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.
22. 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.
23. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
24. 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
25. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) If the bidder does not deposit original EMD to the office of Executive Engineer, Div-I, IWD, IIT Kanpur**
 - (iii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iv) 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.
26. 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.
27. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor shall be suspended for two years and shall not be eligible to bid for IITK tenders from the date of issue of suspension order.
28. The contractor whose bid is accepted will also be required to furnish BOCW registration of deposit or deducing work and program chart (Time and Progress) within the period specified in Schedule 'F'.
29. 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 extracharge 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.

30. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., **Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur**) to the work as approved by the competent authority and various policies related to C&D waste and other environmental guidelines of the institute pertaining to the. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. In case of reduction of scope of work or no work is possible to carry out on account of such issues, no cost shall be payable to them. Submission of a bid by the bidder implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the work.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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 contract is liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's services.
36. 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.
37. 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.
38. 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
39. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
40. 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.
41. The eligible bidders shall quote percentage rates after considering all the

components of the work.

42. After acceptance of the bid by competent authority, the Superintending 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 Superintending Engineer, IWD. One such signed set of agreement shall be handed over to Engineer-In-Charge as applicable.
43. Entire work under the scope of bid shall be executed under one agreement.
44. 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, IITK. **In case of non-deployment, a penalty of Rs. 10,000/- per month shall be levied from the contractor.**
45. The bill for work components shall be facilitated by Zonal Engineer In-charge of IWD to the contractor.
46. The monthly running bills shall be submitted to the Hall Office and the bills shall be based on milestones.
47. The work shall be treated as complete when all the components of the work are complete.
48. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
49. 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.
50. The mentioned work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.
51. 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.
52. 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.

Payment & Schedule:

All running bills for each work and the final bill for the work shall be facilitated by Zonal Engineer In-charge of IWD. The bills must be submitted to Hall Office, IIT Kanpur. An approved quantity take off (QTO) sheet and Work order must be part of all bill submissions for clearance of these bills.

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

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

2.2.4 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 sequence as listed for an eligible bid:

1. EMD scanned copy shall be submitted along with the technical bid and original have to be submitted in the office of the tender inviting authority **
2. GST Registration Certificate as per 5.1
3. EPF & ESI Registration
4. Copy of PAN card
5. Affidavit for not being blacklisted/debarred/restrained as per 5.2
6. Performance report of works executed as per 5.3
7. Structure and Organization of the Agency as per 5.4
8. Declaration on Details of the Bidder(s) as per 5.5
9. Details of Similar Nature of Works Completed as per 5.6
10. Declaration about Site Inspection as per 5.7
11. Letter of Transmittal as per 5.8
12. CPWD-7 as per 5.9
13. Tender Acceptance Letter as per 5.10
14. Financial Information as per 5.11
15. Solvency certificate as per 5.12 (minimum 40% of estimated cost put to tender) **Or** Net Worth Certificate from certified Chartered Accountant as per 5.13
16. Registration details with the Govt. Department (CPWD, BSNL, MES, Central PSUs, Central Government bodies, State Government bodies, State PSU's).

**** Earnest money in the form of Insurance Surety Bonds, Demand Draft of pay order or Banker's Cheque or Deposit at Call Receipt or Fix Deposit Receipt or / and Bank Guarantee including E-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD drawn in favor of "The Director, IIT Kanpur" shall be scanned and uploaded to the e-Tendering website by the bidder within the period of bid submission. The hardcopy of earnest deposit receipt (EMD) shall be submitted in the office of Executive Engineer Div-I, IWD, IIT Kanpur before the Date & time of opening of technical bids 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

The eligible contractors mean registration details with the Govt. Department (CPWD, BSNL, MES, Central PSUs, Central Government bodies, State Government bodies State PSU's).

Eligible Bidders

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

1. **Average annual financial turn over:** Average annual financial turnover of composite works /civil works should be at least 30% of the estimated cost of work put to tender during the last 3 consecutive financial years by the certified Chartered Accountant. Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit & Loss Statements.

The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31.03.2026

2. Experience

(Firms/Contractors must have completed satisfactorily)

- i) One similar work of 80% value of the estimated cost put to tender Or
- ii) Two similar works of 60% value of the estimated cost put to tender Or
- iii) Three similar works 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 costing not less than the amount equal to 40% of the estimated cost put to tender (either part of above or a separate one) with Central Government Bodies / Central Autonomous Body/ Central Public Sector Undertakings/ State Government Bodies in last 7 years.

3. **Definition of similar work:** Similar type of work means “**Annual repair & maintenance works of Residential area / Hostel area & Academic area OR Day to Day maintenance works of Residential area / Hostel area & Academic area**”

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.
2. **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. 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 including original EMD, will only be opened.
- The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice.

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

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

NOTE

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

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

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

4. Various Forms and Formats

5.1 GST registration Certificate

Signature of bidder

OR

(An authorized Officer of the firm with stamp)

Signature of Notary with Seal

5.2 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

OR

(An authorized Officer of the firm with stamp)

Signature of Notary with Seal

5.3 Performance report on work executed

Proforma of Performance report on works referred to in Financial Information

(To be printed in Company's Letterhead)

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

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

Signature of Executive Engineer or Equivalent

Dated:

5.4 Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company's Letterhead)

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

1. Name & address of the bidder:
2. Telephone no./Telex no./Fax no.:
3. Email address for Communication:
4. Legal status of the bidder (attach copies of original document defining the legal status):
 - (a) An Individual:
 - (b) A proprietary firm:
 - (c) A firm in partnership:
 - (d) A limited company or Corporation:
5. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization / Place of registration, Registration No.

- 1.
- 2.
- 3.
6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization
8. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
9. Any other information considered necessary but not included above.

Signature of bidder

5.5 Declaration on Details of the Bidders

Proforma of Declaration on Details of the Bidders (To be printed in Company's Letterhead)

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

DECLARATION

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

Particulars of the bidder as per following details:

1.	Name of the firm / organization	:	
2.	Type of the firm / organization: Public Ltd, / Private Ltd./ Registered firm	:	
3	Registered 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/FDR/DD No. & Date.	:	
14	Registration details with the Govt. Department (CPWD, BSNL, MES, Central PSUs, Central Government bodies, State Government bodies, State PSU's).		
15	Validity of the registration with the Govt. department		

16	Tendering limit as per the registration department		
17	Has the applicant ever been required to suspend any project for a period of more than six months continuously after Commencement of work?	:	If so, give the name of the project and reasons of suspension of project.
18	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes give details of the case
19	Details of any litigation in which the applicant is / was involved.	:	
20	All forms submitted as desired in the bid	:	Yes / No
21	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:

5.6 Details of Similar Nature of Works Completed

Proforma for submission of Details of Eligible Similar Nature of Works Completed* during the Last Seven Years ending previous day of the last date of submission of tenders (Scanned copy of the Performance Reports to be uploaded)

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

A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 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:

Table B- Projects under execution or awarded.

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

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of bidder(s) with seal

Dated:

5.7 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

The Superintending Engineer,

IWD, IIT,

Kanpur

Subject: Submission of Tender for the work of "Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. I /We bidder shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Sincerely

(Duly authorized signatory of the Bidder)

5.8 Letter of Transmittal

To
The Superintending Engineer,
IWD, IIT, Kanpur- 208016

Name of Work: Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.

Dear Sir/Madam

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

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

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

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 seal

Enclosures:

Date:

5.9 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur.

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

5.10 Tender Acceptance Letter

(to be give on company letter head)

To,
The Superintending Engineer
IWD, IIT, Kanpur

Sub: Acceptance of terms & conditions of 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.

Yours Faithfully,
(Signature of the Bidder, with
Official Seal)

5.11 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	2020-21	2021-22	2022-23	2023-24	2024-25
Gross Annual turnover					
Profit/Loss					

Signature of Chartered Accountant with Seal

Signature of bidder(s)

5.12 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

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

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

.....

(Signature for the Bank)

NOTE:

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

5.13 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

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

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.03.2026 is Rs. (Rupees.....) after considering all liabilities. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on 31.03.2026.

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

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

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

.....
(Date & Seal)

5.14 Water proofing Treatment

The contractor shall give Eight years guarantee in the prescribed proforma for water proofing items specified in the schedule of quantities. In addition to this, 10% of the executed cost of items shall be retained either in cash /fixed deposit or in the form of bank guarantee, which shall be released after the expiry of Eight years from the date of completion if no defects are found in water proofing or the defects *pre* made good. This amount shall be adjusted against the expenses incurred on making good the defects if the contractor commits breach of guarantee.

GUARANTEE

Guarantee bond for removal of defects after completion in respect of water proofing works

The Agreement made this day of Two thousand and ----- between -----(hereinafter called the Guarantor of the one part) and the Director IIT Kanpur (hereinafter called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

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

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be Eight years to be reckoned from the date after the maintenance period prescribed in the contract. Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

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

During this period of guarantee the guarantor shall make good all defects and in case

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

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

IN WITNESS WHERE OF these presents have been executed by the Obliger and by Superintending Engineer, IIT Kanpur for and on behalf of the Director IIT Kanpur on the day, month and year first above written SIGNED, SEALED AND delivered by OBLIGOR in the presence of:

1.
2.

Signed for and on behalf of Director IIT Kanpur

BY Superintending Engineer,

IIT Kanpur

in the presence of:

- 1.
- 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, underground tank and on roofs. Guarantee in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of Eight years from the date after the maintenance period prescribed in the contract, which shall be counter signed by the contractor as token or 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 from the actual completion date of contract, if the performance of the work done is found satisfactory. If, however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor. This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 08 years is produced and deposited with the department by the contractor.

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 claimed of all loose mortar, dust and waste by hacking and cleaning with wire brush.
2. All cutting, dressing, trimming and waste including cutting to required shapes.
3. Work in narrow widths, to required profiles and at all locations as shown.
4. Work at all heights and depths.
5. Testing of treated areas in approved manner for performance of the treatment.
6. Treating all openings and around all pipes or such, passing through
7. All protection to the water-proofing surfaces to prevent damage by other trades.
8. The treatment shall carry a guarantee of 08 years, which shall be given by the water - proofing specialist contractor and countersigned 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.

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	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL -----			
SCHEDULE "D"	Extra schedule for specific requirements/document for the work, if any:		As attached in tender form.
SCHEDULE "E"	Schedule of component of other Materials, Labour, POL etc. for price escalation		N. A.
SCHEDULE "F"	Reference to General Conditions of contract.		
Name of Work:	Carrying out minor maintenance civil works and attending the Day to Day complaints at Hall of Residence No. 2 , 5 , 12 , 13 & 14 at IIT Kanpur..		
Estimated cost of the work:	Rs. 76,64,663/-		
Earnest money	Rs. 1,53,293/-		
Performance Guarantee	PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, valid up to stipulated date of completion and Six (6) months beyond that.		

	<p>a) A bid will be treated abnormally low if the quoted amount is lesser than 80% of estimated cost put to tender.</p> <p>b) Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A).</p> <p>The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and must be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.</p>
Security Deposit	2.5% of the tendered value will be deducted from each bills as security deposit and will be released after completion of defect liability period of one year from the date of actual completion.

General rules and direction:

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

2(vi)	Engineer-in-charge	
	For civil item works	Executive Engineer, IWD, IIT Kanpur
2(viii)	Accepting authority	Superintending Engineer, IWD, IIT Kanpur
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(x)(b)	Standard Schedule of Rates: Civil Items of Work:	D.S.R. 2023 including GST with up to date correction Slips
2(xi)	Department	IWD, IIT Kanpur

9(ii)	Standard CPWD contract Form:	GCC maintenance 2023, CPWD form-7 as modified & corrected up to date.
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 actual completion.	
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 issue of letter of acceptance for reckoning date of start ii) Time allowed for execution of work	22 days 12 Months
i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	22 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		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		NOT APPLICABLE
Clause 10 CC	Increase/Decrease in Price of materials/wages	NOT APPLICABLE
Clause 11		CPWD Specifications of all Civil items (CPWD Civil specification vol.1 and vol.2, 2019), with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil Works .
Clause 12: Type of work		Maintenance Work
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building works	Apply for Part "A" and Part "B" both	100 %
Clause 16	Competent Authority for deciding reduced rates for Civil items of work	As per table 7

Clause 17	Defect liability period	One year
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per the scope of work
Clause 32	Requirement of Technical Representative(s)	As per table 9

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

Table 6: Milestones of measurement-based works against part "A"

The contractor should always keep his establishment ready to commence the work immediately after the issue of the work of any amount. Work requests of urgent nature should be included in works order at the earliest after receiving orders from the Engineer in charge. The time schedule for the issued works should be as per this Table

Sl. No.	Spending limit	Maximum lead time to start the work with an approved work orders	Maximum completion duration	Amount to be deducted in case of non-achievement of milestone (% of the cost of the work order, every week after completion of maximum duration)
1	Works costing up to Rs. 50,000.00	3 days	14 days	5
2.	Works costing above Rs. 50,000.00 and up to Rs. 1,00,000.00	7 days	21 days	5

Note:

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., 5% of work order amount.

2. For any single complaint, valued \leq Rs 5,000/- shall be counted under Part "B" and $>$ Rs 5,000/- shall be counted under Part "A"

1.	Time allowed for execution of work	12 months			
Table 7 Authority to decide					
1.	Extension of time (EOT)	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: Materials for which all India Wholesale Price Index to be followed Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed					
Sl. No.	Material covered under this clause	Base Price (including GST) of Materials, covered under clause 10 CA			
1.	Portland Pozzolana Cement (PPC)/ Ordinary Pozzolana Cement	NIL			
2.	Steel for Reinforcement TMT Fe 500D primary manufacturer	NIL			
3.	Structural steel (Primary producers)	NIL			
Table 9: Requirement of Technical staff as per Clause 32					
Sl. No.	Qualification	Number	Minimum Experience in years	Designation	Rate at which the recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32
1.	Graduate / Diploma	1	5 to 10 years	Project / Planning	Rs. 40,000/- (Rupees)

				/ constructi on / billing Engineer (Civil)	Fourty Thousand only) per month, per person
<p>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.</p>					
<p>The details of appointed engineers/technical staffs have to be verified and approved by Engineer- in-charge</p>					
Clause 42	a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by CPWD			NIL	
i)	Variations permissible on theoretical quantities			NIL	
ii)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs. For works with estimated cost put to Tender is more than Rs. 5 lakhs			NIL	
a)	Steel reinforcement and structural steel Sections for diameter, section and category.			NIL	
b)	All other materials			NIL	
c)					

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

Scope of work

Part-A:

Minor maintenance Civil works to be undertaken based on complaints received through the Institute Complaint Management Portal / hall office, to be executed on a measurement basis through work orders (Item No. 1.1.1 to Item No. 21.64).

1. Repairing of damaged floor of room & common areas with existing surface finish such as Cement Concrete floors, Vitrified tiles, Kota stones etc.
2. Relaying/ Raising damaged/ depressed plinth protection of building.
3. Relaying of damaged R.C.C Lintel, bend, beam, platform after dismantling of existing structure.
4. Reconstruct damaged wall and grill due to fallen of trees on existing boundary wall.
5. Repairing of damaged grills of boundary wall by welding or with new one.
6. Replacement of damaged granite of existing counter top with new one.
7. Replacement of damaged stone slab table (Urinal partition) which damaged frequently.
8. Relaying of wall tile due to change of rusted concealed pipe line & providing new one after change.
9. Relaying of damaged Floor tile of bathroom W.C & washbasin area for rectification of seepage problem due to damaged disposal line due to rusting & broken.
10. Replacement of damaged door frames.
11. Replacement of termite effected/ damaged door shutters, cupboard shutters.
12. Providing & fixing hardware fitting such as sliding bolt, tower bolt, handle, stopper, door closer etc. on new door, window & cup board shutters.
13. Replacement of damaged or moisture effected mirrors of toilets & rooms.
14. Replacement of damaged PVC door frame & shutters of WC and bathroom portion.
15. Replacement of damaged / missing towel rod.
16. Replacement of damaged window glass panes with putty.
17. Replacement of damaged PVC rainwater pipe.
18. Rectification of seepage problem from roof by correction of damaged khurras and Gola.
19. Rectification of seepage problem from roof by applying fiber reinforced elastomeric liquid water proofing on small / localized areas.

20. Rectification of leakage/seepage problem by supply line as well as disposal line by replacement of pipe fitting etc as per requirement.
21. Replacement of damaged/theft fitting fixtures of sanitary fitting as per requirement.
22. Replacement of PVC water storage tank with new one.
23. Structural repairing of old structure (beam, slab, stair landing & column etc.) due to swell of reinforcement (cause of moisture) by using S.B.R polymer cement plaster/ concrete.
24. Internal White washing and painting of rooms at the time of allotment of room's after repairing of damaged plaster and seepage effected area.
25. External painting on wall due to falls words/ written by students.
26. Replacement of damaged drainage / water lines including providing and laying new drainage / water lines with necessary manhole chambers as per requirement.
27. **Payment Terms:**
All the completed works according to issued work orders in a month shall be measured in CMB format and payment shall be made on monthly basis after due verification by the Zonal Engineer In-charge of IWD (ZIC).

Part -B:

B1: Minor day-to-day civil maintenance works to be undertaken based on complaints received through the Institute Complaint Management Portal/Hall Office, to be executed through workers on a per-job basis (Item No. 21.65 to Item No. 21.66.55).

1. Repairing of damaged small patch of plaster in ceiling & wall.
2. Repairing & reconstruct damaged door sill by cement mortar.
3. Repairing of plinth protections, wall cladding, floors etc.
4. Welding of damaged grill of windows, boundary wall grills, gates, staircase railings and terrace doors etc.
5. Closing and opening problem of door and windows by filing and by taken out the existing door and refinish the size.
6. Replacement of damaged/broken hardware fittings such as sliding door bolt, Tower bolt, handle, door stopper and door closer.
7. Replacement of damaged or missing curtain rod & their fitting (bracket L type, T type).
8. Replacement of damaged or moisture effected mirror which fitted in washroom & rooms.
9. Fixing of old / New, Towel rod/ soap dispenser / coat hook by screws etc.

10. Rectification of leakage problem from G.I pipeline.
11. Fixing of leakage problem from traps by applying of cement paste etc.
12. Fixing of C.P. / S.S grating on floor traps.
13. Time to time cleaning of Khurras at terrace from leaves and unused material to prevent water logging and seepage issue in rainy season.
14. Repairing and servicing of non-working sanitary fitting fixture as per requirement by washer, soot, safeda etc. and replacement of damaged sanitary fittings/fixtures with new one.
15. Dressing & leveling work of existing playing court (such as Badminton, Volleyball court etc.
16. Day to day chocking problems in bathrooms etc by clearing traps, lines, manhole chambers etc.

Register for record of monthly successfully attendant complaints made on the following format: -

Sl No.	Date & Time	Complainant	Nature of complaint	Complaint attached Date & Time	Remarks	Signature of Contractor	Checked / Verified by ZIC

17. Payment Terms:

The payment of all successful complaints shall be made on monthly basis after due verification of the attended complaints by the warden in-charge of respective Halls / Zonal Engineer In-charge of IWD.

B2: Supply and issuance of materials for Day-to-Day maintenance works.

The agency must supply the consumable materials required in maintenance works shall be of approved brand and make only. The agency must prepare & maintain the following material stock registers on the format as given below.

Sl No.	Item of Supply	Unit	Receipt of materials		Complain Ids for which Material will be issued	Material issued		Material Balance	Signature of Contractor representative	Quantity checked and verified by the ZIC
			Date	Quantity		Date	Quantity			

Note: - Separate page should be used for single items.

1. Quality of Materials: All required material shall be ISI mark of required brand. The agency must take approval of samples from the ZIC for prior to the starting of the supply of the materials.

2. Payment Terms: The payment of the material shall be made in the monthly RA bills as per actual monthly consumption basis. The monthly consumption record / receipt shall be submitted by the contractor to the Zonal Engineer In-charge along with the monthly bills for verification and record.

Flowchart: Step -by -Step Process for Minor complaints (Civil works)

❖ Student submit Complaints

Students submit complaint on Institute Complaint Management Portal

❖ Hall office Reviews Complaint

Hall office checks if the issue is genuine and valid

❖ Validity Check

If valid: Forward to contractor via mail/ technic, contact with facility manager, or a routine visit.

If not valid: Complaint closed / rejected

❖ Hall office Tracks work Status

Hall office have to maintain record of complaints work status (done/pending).

❖ Submission to IWD for Inspection

Hall office shares the accumulated complaints resolved by the contractor with signed work done report and submits them to the ZIC, IWD weekly/fortnightly for inspection and verification. Hall office facilities to verification of the work to IWD as per tender specification and BOQ.

❖ ZIC Submits Final Report

ZIC submits final report to Hall office with signed computerized measurement sheets.

❖ Satisfactory Work Check

If Satisfactory: Bill raised by the contractor on the basis of signed measurement sheets

If not Satisfactory: The Hall Office shall be correspondence with the contractor for correction/ rework.

❖ **Verification of Bills by Hall Office**

The contractor shall submit bill to Hall Office on the basis of IWD measurement sheets. Hall Office shall verify the bill with measurement sheets, rates and quantity cross-checks bills using ZIC report: quantity & rates verification.

❖ **Forwarding of bills by Hall Office to Warden-in-Charge**

Hall Office will forward the corrected bills for payment process through DoSA to Accounts Section of the Institute.

(A) General instructions for the bidders.

1. The contractor shall take immediate action to attend any complaint received through telephone / **Institute Complaint Management Portal** or ZIC / concerned Hall offices. In all cases, he shall attend the complaints in the specified duration as mentioned below.

Nature of Complaints (Based on decision of WIC / WIC representative)	Response Time
Normal Complaint	Within 24 hours
Urgent Complaint	Within 6 hours
Emergency Complaint	Within 1 hours

Note: Failure to comply in attending the complaints may attract penalty of Rs 1000/- per complaint.

2. Complaint register, attendance register, and other records will have to be produced daily or as & when required by the Zonal-in-charge or his authorized representative.
3. When registers get completed, these will be handed over to the Zonal-in-charge or his authorized representative. It will not be returned to the contractor and the same will remain the property of Institute.
4. All the managers, supervisors and staff i/e. laborers engaged by the agency under this contract shall wear neat and clean uniforms as approved by Warden-in-charge. Identity cards duly signed by agency shall be issued to each personnel by the agency to have proper identification i/c their police verification.
5. All Workers / Supervisors / WIC / ZIC who are present at the site shall carry mobile telephone(s) to enable the Zonal-in-charge to have easy and quick

communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of these obligations. Further the duty chart along with designation, nature of work entrusted to them, and mobile no. must be mentioned on notice board.

6. The contractor shall depute well experienced supervisors / skilled workers for civil & plumbing works having minimum experience of 05 years of similar nature of work.
7. The supervisors / workers employed by the contractor should be well behaved & polite and any complaint of misbehavior shall be taken very seriously, and the agency will immediately have to remove such staff from the site by making alternative arrangement against the defaulter.
8. The contractor shall make all safety arrangement required for the workers engaged by him at his own cost. Entire responsibility due to negligence on account of security / safety or otherwise shall be of agency for his workers. Institute shall not be at all responsible for any mishap, injury, accident, or death of the agency's staff. No claim in this regard shall be entertained / accepted by Institute.
9. Each worker shall maintain a complaint diary and get the feedback recorded from the site in-charge or his representative in confirmation of satisfactory redressal/attending the complaint. In case, it is found that the complaint has not been attended satisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Zonal-in-charge or his representative on daily basis. Action as already mentioned shall be taken for unattended complaints. A record is to be maintained for the same.
10. All materials, consumable, tools & tackles, machineries, and contingent articles required for the work shall be arranged by the contractor. Materials used shall be in preference as per the nomenclature of the item/ IS marked/ as per CPWD specifications/ or as approved by the Warden-in-charge / Zonal-in-charge. The materials used for replacement shall have same or richer specifications to the original materials and compatible to the work.
11. Proper record shall be maintained of all dismantled materials received from day-to-day maintenance work. The dismantled materials shall be stacked in proper way on the space provided with in the hall.
12. The contractor shall be required to maintain enough spares, in his stock, conforming to relevant specifications to avoid any delay in attending the complaints.
13. Other agencies, if any, working at site may also simultaneously execute the work entrusted to them and the contractor shall extend his full co-operation wherever required to other agencies. Also, the emergency services should not be disrupted.

14. Because of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to bear all such restrictions and adjust the programme for execution accordingly.
15. All the machineries / equipment's as above required for the work shall have to be arranged, maintained & operated by the agency and after expiry of the contract period; these machineries shall be taken back by the agency after obtaining a Gate Pass from Institute.
16. The rent/cost of the above noted machines, tools tackles are inclusive in the BOQ cost. Nothing extra shall be paid extra for arrangement of all these items.
17. The work shall be carried out on all days except Sunday & Gazette holidays including National holidays and the rate shall be inclusive of the same.
18. The contractor must discuss with ZIC & to procure the monthly requirement of all material in advance to be used in maintenance works.
19. The agency should maintain a stock register for material purchased and consumed for maintenance work. This register should clearly indicate date wise receipt of material and material consumed on work. The agency should also maintain a register for un-serviceable material received during repair work.
20. Unless otherwise specified, the agreement rates for all items of work of the bill of quantities shall be applicable for all heights, depths, leads, and lifts involved in the execution of work.
21. Police verification of every staff deployed by the contractor shall be got compulsorily done by the contractor and a copy of police verification shall be submitted to Zonal-in-charge after which an identity card duly countersigned by Warden-in-charge his representative shall be issued to each employee of the contractor for proper identification with date of issue and validity. The Contractor shall provide uniform along and shoes within 15 days of start of work. In the event of non-compliance, a recovery of Rs. 2500/-per month per employee shall be made. The supervisors and workers engaged by the contractor under this contract shall wear neat and clean uniforms.
22. All the malba or rubbish obtained from dismantling or otherwise during the maintenance and execution of the work must be collected at the centralized place within the campus. Further all the malba or rubbish obtained from dismantling shall be brought down through the staircase and shall not be thrown to the ground directly.
23. All the splashes after plastering, white washing & painting shall be removed from doors, floors, furniture, toilet & bathroom fittings, Electrical and other fittings and finished upto satisfactory level. Failing which the same shall be got cleaned at the risk & cost of contractor.

24. All T&P including ladder's, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor at his own cost.
25. All installations in complete operational/ Healthy condition shall be handed over to the Contractor & it will be his responsibility to keep the installation in operational & Healthy condition all the time including taking all precautions against theft also.
26. No employees/ manpower deployed for the said job shall consume alcohol/ cigrate / bidies / cigar/ gutka and use chew gum etc. or do any such act the spoils the Institute. If anybody is found to be consuming the same, then a suitable financial penalty will be recovered from the agency without forfeiting right to expel the defaulting person form the complex forever.
27. EPF, EDLI & ESI contribution in respect of the workers, as applicable, shall be deposited by the contractor with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition.
28. The agency shall take, at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the works to be rendered to Institute and against all claims, damages, or compensations payable under workman's Compensation Act, 1923 or any modification thereof. The all-risk insurance policy shall remain enforced till the stipulated completion/ extended period, if any.
29. The agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act / law which the Agency is bound to follow.

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.

Sl. No.	Material description	Manufacturer / Brand Name
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.	Waterproofing 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.: Shalcrete, 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.	Flush door shutters	Duro, Century, Durian, Archidply, Green Ply, JAYNA (Jain Wood Industries), Jain Doors Pvt. Ltd., GREENPANEL & Orion Doors Note: Only ISI marked flush door shutters to be used.
16.	Fire rated doors	Signum fire protection, Shakti Metdoor, NAVAIR, Promat, Thrislington, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott
17.	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Interarch, Hi- steel of PR Ceiling Products
18.	Plywood / Veneer	Greenply, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors.
19.	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite & Timbertone of ICI dulux.
20.	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
21.	Aluminum section	Hindalco, Jindal & Indian Aluminium Co.
22.	Anodized aluminum hardware (Heavy Duty)	Kilon, Alualpha, Classic & Ebco.
23.	Clear / Float / Frosted / Toughen Glass / Refractive glass	Saint Gobain, AIS & Modiguard
24.	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, GEZE, Godrej & Hardwyn
25.	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26.	Silicon based water repellent / weather sealant	GE Plastics, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit / Roff
27.	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit / Roff), Sika & BASF
28.	Mosaic tiles / Chequered Tiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon,

29.	Glazed Ceramic Tiles	Kajaria, Johnson, Somany or equivalent as per EIC
30.	Vitrified Tiles (Antiskid /Matt /Glazed)	Kajaria, Johnson, Somany or equivalent as per EIC
31.	Paver block & Kerbstone	Pavcon, KK, Power, Hiscon & Navya
32.	Cement Based wallputty	Asian Paints, Birla Wall Care, JK, White
33.	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper& Dulux ICI: Maxilite
34.	1st quality acrylic distemper (washable/ ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Commando or equivalent paints of Nerolac & ICI-Dulux
35.	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior, Emulsion Paint),Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover,Indigo
36.	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1
37.	Premium acrylic emulsion paints (Interior)	Asian Paints: (Royale Luxury Emulsion), Nero- 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 exterior paint with sil- icon additive	Asian Paints: Apex Ultima, Nerolac: XL total, Berger: Weather Coat all Guard & ICI Dulux : Weather Shield Max
41.	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Higloss & ICI Dulux: Gloss Synthtic enamel.

42.	Cement Primer	Nerolac, Berger (BP white), STP Ltd., Asian (Decoprime WT) & ICI (White primer).
43.	Steel primer (Red OxideZinc Chromate Primer)	Asian Paints, Nerolac, Berger & ICI
44.	Wood primer	Asian Paints (wood primer - White/Pink), Burger, ICI & Nerolac
45.	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai, & Akzo Nobel
46.	Fire paint	Asian paint, STP Ltd., Akzo Nobel, PROMAT, & JOTUN
47.	GI/MS Pipe	Tata,Jindal (Hisar), Prakash Surya& Jindal (Star)
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 ap- proved)	Anand, Parry & Perfect
53.	Centrifugally Cast (Spun) Iron Pipes & Fittings /Hub less pipes& fittings	NECO, BIC,Kapilansh, SKF, Raj Pattern Makers & Founders Pvt. Ltd. or any other ISI marked make
54.	CI Manhole covers,frames & GI Gratings	NECO, BIC, SKF & Kapilansh,
55.	SFRC Manhole covers & gratings	K K Jain & Pragati
56.	CP brass fittings (Superior range)	Jaquar, Grohe & Roka.
57.	CP brass fittings (Nor- mal Range)	ESSCO (by Jaquar), JAL, kerovit (Kajaria), Johnson, Prayag & L&K.
58.	Sanitary ware, fittings & accessories	Kerovit (Kajaria), CERA, Jaquar, Parryware,Hindware & Prayag Polymers Pvt. Ltd.

59.	Plain Glass/Mirror glass	Modi Guard, Saint Gobain, AIS & 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, Rajshree, 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 window 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 & Pressed Steel door frames	Jangid Engineering Works, AGFUV, Sen Harvic, Navair Delhi & Sukriti Delhi
76.	Dash fasteners / Anchors	Hilti, Bosch & Fischer

8 Terms & Conditions of Contract

8.1 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 together or early within the given time schedule.
3. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts.
4. Number of days from the date of issue of letter of acceptance for reckoning date of start shall be as per Schedule. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.
5. The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the 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.

8.2 Rates

1. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building (Inclusive of GST) and nothing extra shall be payable to him on this account.
2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular

item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.

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

required to complete this work. Nothing extra shall be payable on this account.

8.3 Quality and Workmanship

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. The materials having ISI mark shall have precedence over the one conforming to ISSpecifications.
3. The proposed is for 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 manufacturerand 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 inthe 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 beenapproved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. Where the make of any particular material is not specified in the Contract document, the material shall be supplied as per makes desired by the engineer-in-charge.
7. It will be the responsibility of the contractor / bidder to ensure use of genuine materials inthe 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. The contactor should get the make/TDS documents approved before procuring

any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.

9. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported material 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 be suitable for the environmental conditions at the location of the work.
11. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
12. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
13. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
 - a) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
 - b) By the department, if the results conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
14. 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.

15. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
16. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
17. 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.
18. All the material brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
19. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

8.4 Natural calamity:

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

8.5 Stocking and Disposal of Materials & Debris

1. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.

2. After completion of work the agency shall remove materials and debris etc. from site as per the direction of Engineer-in-Charge, at no extra cost.
3. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
4. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
5. For construction/renovation works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction.
6. Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.
7. The dismantled materials shall not be thrown anywhere in the campus. Proper space has been marked and these shall be deposited in C & D waste site only.

8.6 Painting

1. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
2. Contractor will first submit the shade cards of relevant make of paint to IIT for approval of color before procuring the paint in bulk.
3. No mixing will be allowed with Stainer to achieve a particular color. Contractor will procure direct colour paint of approved shade and apply directly.
4. Contractor shall have to brought at least 50% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned site Engineer before start of work. The consumption shall be monitored by the Institute. All empty drums shall have to be kept till completion of 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-in-charge.

8.7 Safety and Security

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

8.8 Approach to Site

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

8.9 Water proofing

1. The agency have to take up the waterproofing work through the specialized agency.
2. The agency must submit the Guarantee as per Format 5.14 on completion of work.
3. The agency has to procure total quantity of water proofing materials at one go and the materials have to be deposited with the department along with the original copy of challan. A record of same should be made on Register issued by Engineer-In-Charge. Engineer-In-Charge has to make dated signature on each bucket. No empty bucket shall be allowed to take away till the completion of work. All empty bucket shall be removed after completion of work and checking the theoretical consumption of the material.
4. Water Proofing Treatment: The contractor must associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment. Guarantee in the prescribed proforma attached with tender document shall be given by the contractor, for a period of Ten years from the date after the maintenance period prescribed in the contract. 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 (see Form 5.14).

Sl. No.	Roofing and water proofing
1	The following shall NOT be measured separately and shall be

	deemed to be included in the rates quoted.
2	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
3	All cutting, dressing, trimming and waste including cutting to required shapes.
4	Work in narrow widths, to required profiles and at all locations as shown
5	Work at all heights and depths.
6	Testing of treated areas in approved manner for performance of the treatment.
7	All protection to the water-proofing surfaces to prevent damage by other trades.
8	The treatment shall carry a guarantee of 08 years, which shall be given by the water - proofing specialist contractor and counter- signed by the main contractor. The main contractor shall be fully responsible for the performance of the water proofing treatment
9	Minor modifications in the contract specifications of the treatment, may be accepted according to the method of the treatment of the respective water-proofing specialist contractor.

8.10 Water and Flooding

1. The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install water purifier at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
2. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantity.
3. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract

agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

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

8.11 Acts and Laws

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
2. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
3. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as applicable) payable to such authorities for carrying out the work, shall be borne by the Contractor.
4. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Institute and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself/herself or by his/her employees or his/her authorized representatives. Nothing extra shall be payable on these accounts.
5. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.

8.12 Labour and Laws

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

8.13 Nondisclosure Agreement.

1. The Agency shall take all precautions not to disclose, divulge and/or

disseminate to any third party any confidential information, proprietary information on the Institute business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements) and/or business of the Institute. The obligation is not limited to any Scope and the Agency shall be held responsible in case of breach of the confidentiality of Institute's information.

2. If the Agency receives enquiries from Press/Media/Radio/Television or other bodies / persons, the same shall be referred by the Agency to Institute immediately on receipt of such queries.

8.14 Indemnification:

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

8.15 Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the' other in respect of such non-performance or

delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.

8.16 Dispute resolution

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

8.17 Arbitration

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

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

8.18 Termination of contract:

The Superintending Engineer may terminate this contract immediately as per clause of GCC 2003 (CPWD) by written notice if the contractor abandons the work, fail to maintain project violate specifications, sublates the contract without permission or become in solvent.

Upon termination, all the security deposit, performance guarantee and earnest money shall be forfeited to the Institute.

Furthermore, the Institute reserve the right to seize all on site materials and equipment and complete the remaining work through another agency entirely at the contractor's financial risk and expenses.

8.19 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.

9. Testing Charges

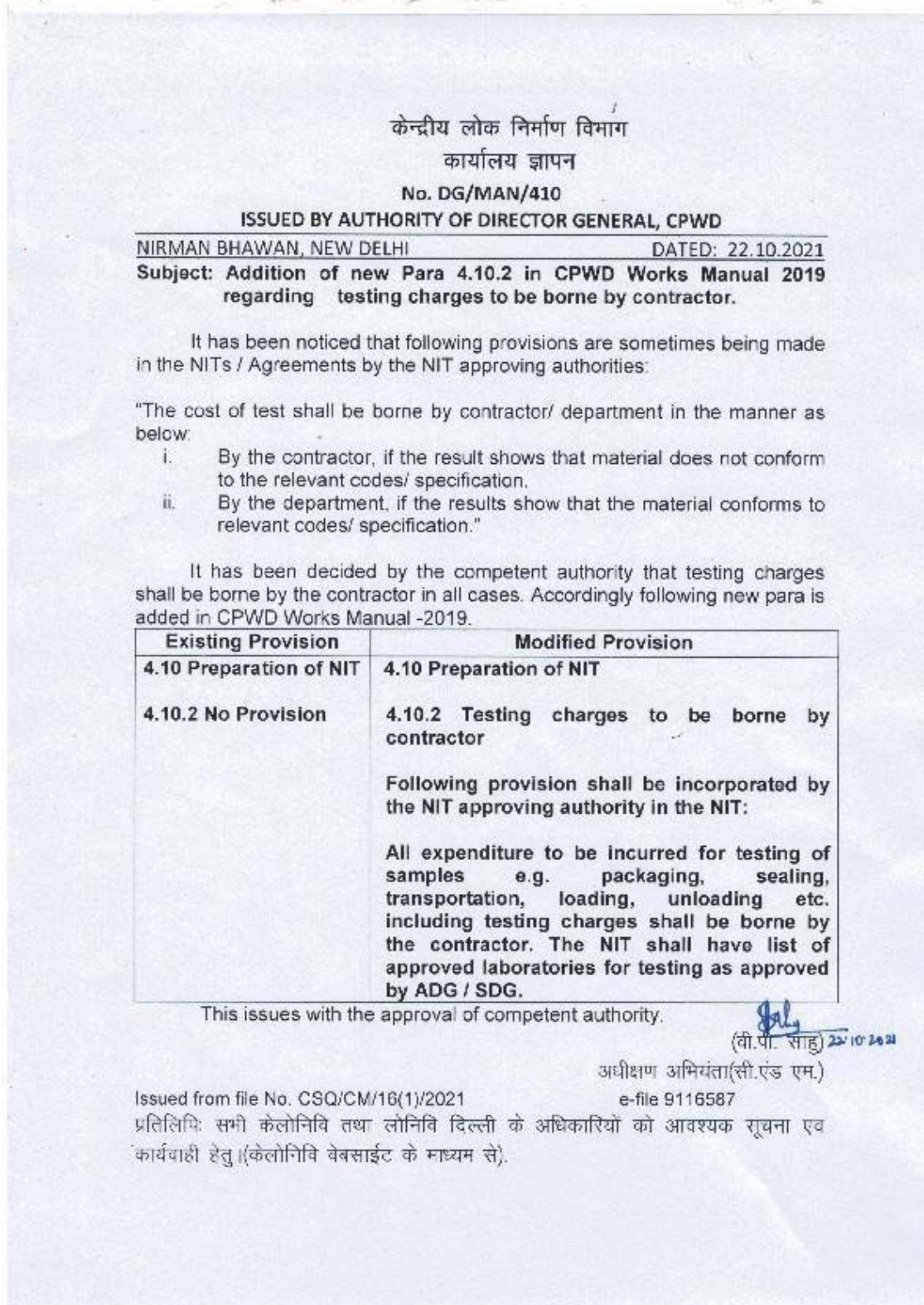


Figure 1: Modified provisions in CPWD works manual 2019 regarding testing charges to be borne by contractor.