Name of work

Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building.

BID DOCUMENT

Office of the Executive Engineer IWD,
Indian Institute of Technology, Kanpur

Indian Institute of Technology Kanpur

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It is certified that this document contains 66 pages starting with page no. 1.

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

Check List

Name of work: - Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building .

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	Particular	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 Completed		
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.	Empanelment/Enlistment Registration details with the Govt. Department (CPWD/BSNL/MES /Central Government bodies/Central Government PSUs/State Government bodies, State PSU's)		
19.	Any other documents		

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

1. Notice Inviting e-Tenders

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

NIT No: **30/Civil/D2/2026-27**

1	Name of work	:	**Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building** .
2	Estimated cost **(inclusive of GST)**	:	**Rs 4,22,651/- only**
3	Earnest Money Deposit(Rs.)	:	**Rs. 8,453/- only**
4	Duration of contract	:	**Three (03) Months**
5	Last Time & date ofsubmission 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 / registeredin e- procurement should enroll / register themselves before participating through web site http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online bid submission."

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

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

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

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

2. Information and Instructions for Bidders for E-Tendering

The Executive Engineer, IWD on behalf of Board of Governors of Indian Institute ofTechnology Kanpur invites online percentage rate tenders from eligible firms/ specialized agencies satisfying the eligibility criteria mentioned in the document.

2.1 Schedule

1	Name of organization	:	Indian Institute of Technology, Kanpur
2	NIT No.	:	**30/Civil/D2/2026-27**
3	Location	:	Indian Institute of Technology, Kanpur
4	Tender / Quotation type (open / limited /EOI / Auction / Single	:	Open
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. 8,453/- only**

19	No. of Bids / Covers (1 / 2 / 3 / 4)	:	2
20	Address for communication	:	Office of Executive Engineer, IWD, IIT, Kanpur-208016 (U. P.) Contact no. 0512-259-7725, 0512-259-6718
21	Email address	:	muralir@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 & conditionsof the contract to be complied with and other necessary documents can be seen anddownloaded free of cost from www.eprocure.gov.in/eprocure/app
3. But the bid can only be submitted after the EMD hard copy submission (except in case of e-bank Guarantee).
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted in CPPP portal through e-tenderingprocesses.
5. The intending bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After openingof bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of PDF format.
8. Contractor must ensure to quote rate of each item. The column meant for quoting rate infigures 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 leftblank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

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

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

9. The "Eligibility/technical Bid" shall be opened first on due date and time as per the evaluation scheme. The "Financial Bid" of bidders qualifying the technical bid shall beopened on a later date as to be announced in CPP portal.
10. The bidders are advised to visit the site before submission of bids to have more clarity about the site conditions and availability of space for execution of the work.
11. All modifications/addendums/corrigendum's issued regarding this bidding process shall be uploaded on website only.
12. The department reserves the right to reject any or all bids without assigning any reason thereof and may restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
13. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all other taxes (inclusive of GST), cess, duties, levies etc. required for execution of the work.
14. The specialized works shall be in compliance with 3 star GRIHA rating and as per environmental policies of Institute. Noting extra shall be payable on this account.
15. The enlistment / registration of the contractors, (if applicable) should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
16. The description of the work is as follows: "**Construction of Shade at Backside of Pump Room For New Datacenter (NSM 2.0) Near CC Building"**
17. The work is estimated to cost **Rs. 4,22,651/-only**. However, this estimate given is mere approximation for guide.
18. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
19. The time allowed for carrying out the entire work will be **Three (03) Months** from the date of start as defined in Schedule "F" or from the first date of handing over of the site, whicheveris later, in accordance with the phasing as

detailed in special conditions of contract in the bid document.

20. The site for the work will be handed over as per the special terms and conditions of the document.

21. An approval programme of completion submitted by the contractor after award of work based on the milestone given in the tender.

22. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in/eprocure/app free of cost.

23. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

24. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he/she need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

25. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tenderingwebsite within the period of bid submission.

26. 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

27. 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-II, Central office, IWD, IIT Kanpur** (except in case of e-bank Guarantee)

    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.

28. 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. 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.a) A bid will be treated abnormally low if the quoted amount is lesser than 80% of estimated cost put to tender.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 additional 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). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to 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. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or theState Bank of India in accordance with the prescribed form.

29. In case the contractor fails to deposit the said performance guarantee within the periodas 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.

30. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of afore said provisions by the sub-contractors, if any engaged by the contractor for the said work and program chart (Time and Progress) within the period specified in Schedule 'F'.

31. 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.

32. Intending Bidders are advised to get familiarized with the specifications /rules related (**i.e. Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building.)** 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.

33. 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 bidsreceived 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.

34. 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.

35. The competent authority on behalf of the Board of Governors reserves to himself the rightof accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

36. 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 whoare near relatives to any gazetted officer in the Office of IWD/ Institute Works Department. Any breach of this condition by the contractor would renderhim liable to be removed from the approved list of contractors of this Department.

37. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government services without the prior

permission of the Government of India in writing. This contractis liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's services.

38. 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

39. 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.

40. 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

41. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

42. 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.

43. The eligible bidders shall quote percentage rates after considering all the components ofthe work.

44. After acceptance of the bid by competent authority, the Executive Engineer, IWD shall issue letter of award on behalf of the Board of Governors to the contractor. After the work is awarded, the contractor will have to enter into one agreement with Executive Engineer, IWD. One such signed set of agreement shall be handed over to Engineer-In-Charge as applicable.

45. Entire work under the scope of bid shall be executed under one agreement.

46. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of

these technical staff will be as per execution of work and direction of the Executive Engineer, IWD, IIT, Kanpur.

47. The bill for work components shall be facilitated by Engineer-in-Charge to the contractor.

48. The Final bill must be submitted to the Office of DOIP, IIT Kanpur and the bills shall be based on milestones.

49. The work shall be treated as complete when all the components of the work are complete.

50. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.

51. 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.

52. A team of officers from Indian Institute of Technology Kanpur may visit the office/ site of work of bidders for establishing their credibility and verification of submitted documents

53. 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 deploythe labour and supervisory staff in shifts to meet the targeted completion date. The workmay be executed in extended shifts or two shifts. The rates quoted by the contractor willbe deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.

54. 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.

55. The competent authority on behalf of the Board of Governors reserves the right to disqualify an agency for

    a) Non-compliance of Institute orders

    b) Violation of Institute policies as established by the Competent Authority in the best interests of the Institute.

2.2 Instructions for Online BID Submission

This tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) The bidders are required

to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

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

2.2.1 Registration

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link, "click here to enroll". Enrolment on the CPP portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifyingauthority 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 Passwordand the password of the DSC / eToken.

2.2.2 Searching for tender documents

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective "My Tenders" folder. This would enable the CPP

portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each other; in case they want to obtain any clarification/help from the Helpdesk.

2.2.3 Preparation of bids

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

2.2.4 Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financialbids 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 withtheir 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 thebidder, 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 thereinshould 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.

Executive 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 explainedhere: -

2.3.1 Envelope - 1: Technical Bid

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

1. EMD scanned copy 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 Certificate as per 5.10
14. Tender Acceptance Letter as per 5.11
15. Financial Information as per 5.12
16. Solvency certificate as per 5.13 (minimum 40% of estimated cost put to tender) **Or** Net Worth Certificate (minimum 10% of estimated cost put to tender) from certified Chartered Accountant as per 5.14
17. Empanelment/Enlistment Registration details with the Govt. Department (CPWD/ BSNL/MES/Central Government bodies/Central Government PSUs/State Government bodies, State PSU's).

** The bidder must provide an Earnest Money Deposit (EMD) for the amount specified in the tender document. This should be in the form of a bank guarantee (including e-bank Guarantee) or Banker's Cheque or Demand Draft (DD) or Fixed Deposit receipt issued by Scheduled Commercial Bank or Nationalized Bank in favour of "The Director, IIT Kanpur" Payable at Kanpur shall be scanned and uploaded to the e-tendering website by the bidder within the period of bid submission. The hard copy of earnest despite receipt (EMD) shall be submitted in the office of Executive Engineer Div-II, IWD, IIT Kanpur (except in case of e-bank Guarantee) before the date and time of opening of technical bids as specified in the 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 Empanelment/Enlistment in appropriate class and category with the Govt. Department (CPWD/ BSNL/MES/Central Government bodies/Central Government PSUs/State Government bodies, State PSU's).

Eligible Bidders

Eligible bidders should also 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 5 consecutive financial years by the certified Chartered Accountant. (The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum).

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant (There is no need to upload entire voluminous balance sheet and further details if required may be asked from the contractor after opening of technical bids).

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 work of 60% value of the estimated cost put to tender Or

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

Works completed during last 7 years ending last day of the month previous to the one in which applications are invited. The value of work shall be brought to current value by enhancing the actual work

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 Government Department (Central Government bodies/Central Autonomous Body/ Central Public Sector Undertakings /State Government bodies, State PSU's) in last 7 years.

3. Definition of similar work: Similar type of work means "**Construction/ renovation/ works in residential /academic/ offices/ laboratory building**"

Eligible bidders must also satisfy the following conditions and ensure submission ofall 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), EmployeesProvident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation & GST. Bidders are not eligible in absence of these documents.
3. **Office:** Bidders have to establish its local accessible office to run the awarded work atKanpur.

4. Bid Evaluation and Award

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

4.1 Technical Bid Evaluation

- Technical bids received complete in all respects covering the entire scope of work, will onlybe 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 shallbe opened at the notified time, date and place in the presence of the qualified bidders ortheir representatives, if present.
- The bid shall remain valid for Ninety (90) days from date of opening of eligibility bids/Technical bid.

NOTE

The employer reserves the right, without being liable for any damages or obligation to informthe 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.

4.3 Selection Criteria

Selection Criteria Contract award shall be based on the lowest financial bid (L1) among all technically qualified bidders. In case of tie during evaluation, the highest audited average turnover of the last three (03) financial years as a criterion to award the contract to avoid ambiguity or conflict among the bidders.

NOTE

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

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

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

5. Various Forms and Formats

5.1 GST registration Certificate

Signature of bidder(s)

OR

(An authorized Officer of the firm with stamp)

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 suchinformation comes to the notice of the Institute on any day before date of start of work, the competent authority shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

Signature of bidder(s)

OR

(An authorized Officer of the firm with stamp)

Signature of Notary with Seal

5.3 Performance report on work executed

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

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

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

Signature of 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 ofsubmission 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 convictedby the court of law? If so, give details.
9. Any other information considered necessary but not included above.

Signature of bidder(s)

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 tothe 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	Empanelment/Enlistment Registration details with the Govt. Department (CPWD/ BSNL/MES/Central Government bodies/Central Government PSUs/State Government bodies, State PSU's)	:	
15	Validity of the registration with the Govt. department	:	
16	Tendering limit as per the registration details	:	
17	Has the applicant ever been	:	If so, give the name of the

	required to suspend any project for a period of more than six months continuously after Commencement of work?		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 contractor needs to submit the information in the following tabular format:

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 / tele-phone 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 Executive Engineer,
Institute Works Department,
IIT, Kanpur-208016 (U.P.)

Subject: Submission of Tender for the work of "Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building."

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

Name of Work: Construction of Shade at Backside of Pump Room For New Datacentre (NSM 2.0) Near CC Building. .

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 "Construction of Shade at Backside of Pump Room For New Datacentre (NSM 2.0) Near CC Building. ."

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 inthe Executive Engineer, IWD, IIT Kanpur.
3. The pre-qualification/Technical bid shall be opened first on due date and time as mentionedabove. 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 thetime 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 asare 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 tocommunicate 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 Certificate

(To be given on Company Letter Head)

Date: .....

To,
Executive Engineer,
IWD, IIT,
Kanpur-208016(U.P.)

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017
Tender Reference No: .....

Name of Tender / Work: .....

Dear Sir,

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

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

Yours Faithfully,

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

5.11 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)

5.12 Financial Information

Proforma for providing Financial Information
(Scanned copy of the completed information sheet to be uploaded at the time of submission ofbid)

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	2021-22	2022-23	2023-24	2024-25	2025-26
Gross Annual turnover					
Profit/Loss					

Signature of Chartered Accountant with Seal

Signature of bidder(s)

5.13 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

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

This is 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.

5.14 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

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

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year ....., the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.3.2026 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 31.3.2026.

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

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

…….....
(Membership No. of ICAI)

…….....
(Date & Seal)

6 Proforma of Schedules

Operative schedules shall be supplied separately to each intending tenderer

SCHEDULE "A"	Schedule of Qty	Uploaded separately

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:	**Construction of Shade at Backside of Pump Room For New Datacenter (NSM 2.0) Near CC Building.**	
Estimated cost of the work:	**Rs. 4,22,651/- only**	
Earnest money	**Rs. 8,453/- only**	
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. a) A bid will be treated abnormally low if the quoted amount is lesser than 80% of estimated cost put to tender.	

	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 additional 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). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to 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.
Security Deposit	2.5% of the tendered value of the work

General rules and direction:

Officer inviting tender	**Executive Engineer, IWD, IIT, Kanpur**

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 as modified & corrected up to date.
2(xi)	Department	IWD, IIT Kanpur
9(ii)	Standard CPWD contract Form:	GCC maintenance 2023, CPWD form-7 as modified & corrected up to date. (Whether correction vide latest circulars are in corporate or not in this document).

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	7 Days 7 Days
Clause 1A	Recovery of Security Deposit	Applicable.
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	15 days **Three (03) Months**
i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days
ii)	Mile stone	Time allowed for execution of work along with the amount to be withheld in case of non-achievement of milestone are shown in Tables 6
Authority to decide	Extension of time	EE, IWD, IIT, Kanpur. Or successor thereof
Clause 6	Computerized Measurement of bills	APPLICABLE

Clause 7	Payment on intermediate certificate to be regarded as Advances	APPLICABLE
Clause 10A	Material to be provided by the contractor	APPLICABLE
Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	NOT APPLICABLE
Clause 10 C	Component of labour expressed as percentage of value of work	NOT APPLICABLE
Clause 10 CA	Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed	NOT APPLICABLE
Clause 10 CC	Increase/Decrease in Price of materials/wages	NOT APPLICABLE
Clause 11	Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	CPWD Specifications of all Civil items (CPWD Civil specification vol.1 and vol.2, 2019), with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil Works.
Clause 12: Type of work		Maintenance work.
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building works	Apply for building work	As per GCC maintenance 2023

Clause 16	Competent Authority for deciding reduced rates: For Civil items	S.E., IWD IITKANPUR
Clause 17	Defect liability period	One year from the date of virtual completion of work.
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per site requirement
Clause 32	Requirement of Technical Representative(s)	As per table 9

The details of appointed engineers/technical staffs have to be verified and approved by Engineer- in-charge

Table 6
Major milestones of the project

Sl. No.	Description of Milestone (Physical)	Time allowed fromdate of start	Maximum duration of work	Amount to be withheld in case of non achieve of the milestones (% of composite tendered amount)
1.	**Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building .**	12 weeks	12 weeks	1 %

The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the Superintending Engineer, IWD Indian Institute of Technology Kanpur. The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered i.e., 1% of tendered amount

1.	Time allowed for execution of work	**Three (03) Months**

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

Table 8:
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 (with GST) of Materials, covered underclause 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	Project / Planning / construction / billing	Rs. 25000/- (Rupees Twenty Five Thousand only) per

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

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

7. Terms & Conditions of Contract

7.1 Timely Completion

1. The work included in this tender is of urgent nature.
2. The work of all components must be started simultaneously and has to be delivered togetheror early within the given time schedule.
3. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts.
4. Number of days from the date of issue of letter of acceptance for reckoning date of start shall be as per Schedule. If the Contractor commits default in commencing the executionof 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 sufficienttime for testing of the materials and approval of the same before use in the work, as required.
7. Temporary Electric connection (Single/ Two phase) shall be provided by the Institute from its distribution network and the charges shall be realized prevalent commercial tariff of the institute presently recovery rate is Rs. 9.19 Per unit on the basis of actual consumption through the separate meter under the control of Engineer-In-Charge. If the rates are revised in future the same shall be applicable to the contractor. The contractor at his own cost shall arranged the cables for the service connection and the sub meter. The fixed charges shall be payable as per Institute policy.
8. All excavation works shall be done manually unless otherwise prior approval is obtained from the competent authority before commencing the work.

7.2 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 alllabours, 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 partof 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 equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

6. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes,openings, trenches etc. as may be required for such related works (for which inserts, sleeves,brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

7. All materials shall only be brought at site as per advice and prior approval of the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

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 providedby 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 otherwiseand any other incidental works required to complete this work. Nothing extra shall be payable on this account.

7.3 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. 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 materialsetc. as deemed fit by the engineer-in-charge to ascertain genuinely of material suppliedby/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 alreadypaid may be recovered/ withheld from subsequent running account payment.

10. All equipment and their components, and all the materials to be used in the work shall besuitable for the environmental conditions at the location of the work.

11. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award ofwork. 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 theprior 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 tohim even if the materials are in double lock and key system.

7.4 Natural calamity:

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

7.5 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 asper 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 processof 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 mannerand 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 theInstitute as per the direction of Engineer-in-Charge.

7.6 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 approvalof 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.

7.7 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.

7.8 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 thecontractor 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.

7.9 Water and Flooding

1. The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install water purifier at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
2. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of 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 not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
4. The water charges (for water connection) shall be borne by the contractor.

7.10 Acts and Laws

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
2. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
3. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as

applicable) payable to suchauthorities 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 shallbe borne by the Institute.

7.11 Labour and Laws

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

7.12 Nondisclosure Agreement.

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

7.13 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 personnelof the agency.

2. That the contractor shall keep the IITK indemnified against all claims whatsoever in respectof the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed tocontest 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.

7.14 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.

7.15 Dispute resolution

1. The institute reserves the right to amend rules whenever and wherever considered necessaryand 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 arbitrationwould be conducted and governed by and under the provisions of Arbitration Act, 1996and 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.

7.16 Arbitration

1. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement orbreach thereof, the same shall be referred to a Sole Arbitrator, to be appointment by the Director of the Institute at the time of the dispute.
2. If the Arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de- novo.
3. It is a term of the Agreement that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
4. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
5. The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.
6. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made the reunder and for the time being in force, shall apply to the arbitration proceeding under this clause.
7. Except as otherwise provided anywhere in this Agreement, the Arbitration proceedingsshall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.

7.17 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.

8. Scope of work

The Institute desires to renovate/Construct and do other associated works in the institute. This project aims to complete such renovation works on a timely basis.

8.1 Brief of the works

The work included in this contract will be as follows:

Construction of Shade at Backside of Pump Room for New Datacenter (NSM 2.0) Near CC Building .

Sub Heads:

1. Excavation work for shade and tank foundation.
2. CC (1:2:4) work for shade ramp.
3. RCC work for tank foundation and column.
4. Reinforcement work for tank foundation and column.
5. BRC framing work for shad.
6. Steel work for shad.
7. CC Gola for shade roofing.
8. Profile sheet work for roofing sheet.
9. Weather coat painting work for shad.
10. 12 mm plaster work for shad.
11. SE painting work for shad.
12. CC flooring work for shade floor.
13. Exposed brick work 3 side.

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

Note: The scope of the works listed above is indicative only. For the details ofthe works, please refer to the BoQ and the work has to be done strictly as per thespecifications in the BoQ.

8.2 Materials Verification

The contractor shall inform the Engineer in charge in advance, for verifying the measurement of the concealed items if any like reinforcement bars, pipes laying etc., done by the contractor on the very day of the above said events.

8.3 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.	Water proofing compounds, admixtures, plasticizer, super plasticizer, curing compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), STP Ltd., Sika, BASF, Ardex Endura & Parma Construction Aids Pvt. Ltd.
6.	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit : LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, STP Ltd., Ardex Endura, Perma Construction Aids Pvt. Ltd.
7.	Water proofing com-pound for bathroom/ toilet /balcony & other wet area	Fosroc: Bush Bond, STP Ltd.: Shalicrete, CICO: Tapecrete, Dr. Fixit : Pidifine 2K, Sika : Topseal 107, Asian Paints: Damp Block 2K & equivalent
8.	Crystalline water proofing compound	Product of BASF, Ardex Endura, Perma Con-struction 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 re-pellant /weather sealant	GE Plastics, STP Ltd., Dow Corning, Waker,BASF & Pidilite (Dr. Fixit/ Roff
27.	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28.	Mosaic tiles/ChequeredTiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon,
29.	Glazed Ceramic Tiles	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK & Varmora
30.	Vitrified Tiles (Antiskid /Matt /Glazed)	Kajaria, NITCO, Orient Bell, Johnson, Somany, RAK, Varmora & Restile
31.	Paver block & Kerbstone	Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32.	Cement Based wallputty	Asian Paints, Birla Wall Care, JK, White & Ber- ger
33.	Oil bound washable dis temper / 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: (Apcolite 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 exteriorpaint	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 Oxide Zinc 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
48.	GI Fittings	Unik, AVR & Zoloto
49.	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
50.	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA, Kapil Ansh & & Kesoram
51.	UPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd, Ashirwad &Prayag Polymers Pvt. Ltd
52.	SW Pipes (BIS approved)	Anand, Parry & Perfect
53.	Centrifugally Cast(Spun) Iron Pipes & Fittings /Hub 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), Parryware, CERA, Kerovit (Kajaria), Johnson & Prayag Polymers Pvt. Ltd.
58.	Sanitary ware, fittings & accessories	Kerovit (Kajaria), CERA, Jaquar, Parryware, Hindware & Prayag Polymers Pvt. Ltd.
59.	Mirror glass	Atul, Modi Guard & Golden Fish
60.	CPVC Pipe & fitting	Astral, Superme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.

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

9.0 Testing Charges

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/MAN/410

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI DATED: 22.10.2021

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

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

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

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

ii. By the department, if the results show that the material conforms to relevant codes/ specification."

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

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

This issues with the approval of competent authority.

(वी.पी. साहू) 22.10.2021

अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/16(1)/2021 e-file 9116587

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

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

Annexure A for BOQ					
Original Estimate					
N/W	Construction of Shade at Backside of Pump Room For New Datacenter (NSM 2.0) Near CC Building.				
	Estimate ID : MKB 128 Shade work for CC Building(Mr. prajwal baj				
SLNo	**Description**	**Qty**	**Unit**	**Rate**	**Amount**
1	EARTH WORK				
1.1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
1.1.1	All kinds of soil.	17	cum	260.30	4425.00
1.2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lif.	17	cum	196.00	3332.00
	Sub-Total				7757.00
2	CEMENT CONCRETE (CAST IN SITU)				
2.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
2.1.1	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	2.3	cum	7878.50	18121.00
2.1.2	1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	5	cum	6518.60	32593.00
	Sub-Total				50714.00
3	REINFORCED CEMENT CONCRETE				
3.1	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15 degree landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	5	cum	11505.50	57528.00
3.2	Centering and shuttering including strutting, propping etc. and removal of form for				
3.2.1	Suspended floors, roofs, landings, balconies and access platform	14	sqm	927.25	12982.00
3.2.2	Edges of slabs and breaks in floors and walls				
3.2.2.1	Under 20 cm wide	5	metre	208.55	1043.00

3.3	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				
3.3.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	337	kg	107.85	36345.00
	Sub-Total				107898.00
4	MASONRY WORK				
4.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
4.1.1	Cement mortar 1:6(1 cement :6 coarse sand)	3.5	cum	7132.25	24963.00
4.2	Brick work with common burnt clay modular bricks of class designation 7.5 in exposed brick work including making horizontal and vertical grooves 10 mm wide 12 mm deep complete in cement mortar 1:6 (1 cement : 6 coarse sand).				
4.2.1	Above plinth level upto floor V level	2.5	cum	8312.90	20782.00
	Sub-Total				45745.00
5	WOOD AND P. V. C. WORK				
5.1	Providing and fixing hard drawn steel wire fabric 75x25 mm mesh of weight not less than 7.75 Kg per sqm to window frames etc. including 62x19 mm beading of second class teak wood and priming coat with approved steel primer all complete.	20	sqm	1641.15	32823.00
5.2	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete (Copper oxidised as per IS 1378)				
5.2.1	300x16 mm	1	each	216.55	217.00
5.3	Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete (Copper oxidised as per IS 1378)				
5.3.1	125 mm	4	each	39.95	160.00
	Sub-Total				33200.00
6	STEEL WORK				
6.1	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
6.1.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	686	kg	172.60	118404.00
6.2	Providing and fixing carbon steel galvanised (minimum coating 5 micron) dash fastener of 10 mm dia double threaded 6.8 grade (yield strength 480 N/mm2), counter sunk head, comprising of 10 mm dia polyamide PA 6 grade sleeve, including drilling of hole in frame , concrete/ masonry, etc. as per direction of Engineer-in-charge.				
6.2.1	10 x 80 mm	12	each	137.65	1652.00
	Sub-Total				120056.00
7	FLOORING				

7.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.				
7.1.1	40 mm thick with 20 mm nominal size stone aggregate	19	sqm	614.20	11670.00
7.2	Providing and fixing glass strips in joints of terrazo/ cement concrete floors.				
7.2.1	40 mm wide and 4 mm thick	46	metre	91.75	4221.00
	Sub-Total				15891.00
8	ROOFING				
8.1	Providing gola 75x75 mm in cement concrete 1:2:4(1 cement :2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement: 3 fine sand) as per standard design :				
8.1.1	In 75x75 mm deep chase	7	metre	305.15	2136.00
8.2	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-Charge) of total coated thickness 0.50 mm (base metal of minimum 0.45 mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	31	sqm	738.65	22898.00
	Sub-Total				25034.00
9	FINISHING				
9.1	12 mm cement plaster of mix:				
9.1.1	1:6 (1 cement: 6 coarse sand)	22.1	sqm	343.65	7595.00
9.2	Pointing on brick work or brick flooring with cement mortar 1:3 (1 cement : 3 fine sand):				
9.2.1	Flush / Ruled/ Struck or weathered pointing	13	sqm	257.35	3346.00
9.3	Finishing walls with Acrylic Smooth exterior paint of required shade:				
9.3.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	59	sqm	160.60	9475.00
9.4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
9.4.1	Two or more coats on new work	46	sqm	155.90	7171.00
	Sub-Total				27587.00

10	Dismantling and Demolishing				
10.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
10.1.1	Nominal concrete 1:3:6 or richer mix (including equivalent design mix)	0.15	cum	2434.25	365.00
10.2	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	0.5	cum	263.95	132.00
	Sub-Total				497.00
	Total				434379.00
	Modified Estimated Cost after using correction factor on DSR 2023 on account of GST @ 0.973 * 434379 = 422651				422651.00
	Say				**422651.00**