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Name of Work: Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building.

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NIT amounting to Rs. 9,43,615/- is approved.

**Executive Engineer
I.W.D. Elect. & AC Divn.
I.I.T., Kanpur**

**Superintending Engineer
Central Office, I.W.D.
I.I.T., Kanpur**

PART-A

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
INSTITUTE WORKS DEPARTMENT
Electrical & Air-conditioning Division
E-TENDER NOTICE

NIT No. 48/AC/2020/441

Dated : 06.02.2020

The Executive Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online item rate tender from the eligible air-conditioning contractor, for the following air-conditioning work:-

Sl. No	Name of work and location	Amended estimated cost put to tender (In Rs.)	Amended earnest money (In Rs.)	Period of Completion	Last date & time of submission of tender	Period during which EMD, Cost of Tender Document, e-Tender Processing Fee and other Documents shall be submitted	Time & date of opening of tender
1	Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building	943615/-	18872/-	12 Months	Upto 3:30 PM on 21.02.2020	After last date and time of sub-mission of tender and upto 3:30 PM on 24.02.2020	At 3:30 PM on 26.02.2020

The E-tender documents is available on <http://eprocure.gov.in/eprocure/app>

Executive Engineer

Copy to:

1. Institute website: www.iitk.ac.in/iwd/tenderhall.htm
2. Notice Board

Information of e-Tendering for Contractors

Information of e-Tendering for Contractors

1. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, 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 <https://eprocure.gov.in/eprocure/app> or www.iitk.ac.in free of cost.
4. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

BID DOCUMENT

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Technical/financial Bid opening (i.e.24.02.2020) are invited for and on behalf of the Board of Governors, IIT, Kanpur for **“Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building.”**

Notice Inviting Tender No.	48/AC/2020/441 dated 06.02.2020
Name of Work	Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building
Estimated Cost	Rs.943615/-
Earnest Money	Rs.18,872/-
Date of Publishing	08.02.2020 (15:30 hrs)
Clarification Start Date and Time	08.02.2020 (working days only)
Clarification End Date and Time	17.02.2020 (working days only)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	08.02.2020 (18:00 hrs)
Last Date and time of uploading of Bids	21.02.2020 (15.30 hrs)
Last Date and time of submitting , EMD and other documents at IWD, IIT Kanpur	24.02.2020 (15:30 hrs)
Date and time of opening of Technical Bids	24.02.2020 (16.00 hrs)
Date and time of opening of Financial Bids	26.02.2020 (15.30 hrs)

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. 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.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

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. These 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 tender, in case they want to obtain any clarification / help from the Helpdesk.*

PREPARATION OF BIDS:

- (i) *For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.*

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) *Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.*
- (iii) *Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.*
- (iv) *Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.***
- (v) *Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.*

SUBMISSION OF BIDS:

- (i) *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.*
- (ii) *Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.*

- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.*
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.*
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.*
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.*
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.*
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.*

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.*
- (x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.*

- (xi) *Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.*
- (xii) *All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.*

ASSISTANCE TO BIDDERS:

- (i) *Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 0512-2597416 between 10:30 hrs to 17:00 hrs.*
- (ii) *Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in*

INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS :

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover- 1 and Financial Bid in ".Xls" should be upload online in cover-2

2. SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

3. TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- The contractor should be registered if any or specialized agencies.
- Required experience / completion certificates of similar nature of works.

The works certificates submitted by the bidder clearly indicate that: 1. The completion certificate cost of the similar work means Day to day annual operation & maintenance of central AC plants, AHU, FCU and associated AC works etc. 2. Actual date of completion of the above air-conditioning work.

- Certificates of Work Experience and EPF No. & ESI
- Copy of GST registration certificate
- Details of turnovers during last three financial years
- Solvency certificate of bank
- Scan copy of EMD which to be submitted in hard copy

The hardcopy of above documents alongwith earnest money deposit receipt shall be submitted in the office of Executive Engineer (AC), Central Office, IWD within last date and time of submission as specified in the above bid document.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. Financial Bid

- a.** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b.** In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified ".Xls" format i.e. Price Bid in Excel sheet attached as '.Xls' with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c.** Being an individual work contract no other tax is payable other than GST. The GST shall be paid extra as applicable.

5. Last Date for Submission of Tender:

- a.** Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b.** The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

6. Bid Validity

- a.** All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b.** A bid valid for a shorter period shall be declared as non-responsive.
- c.** In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. Modification / Substitution/ Withdrawal of bids:

- a.** No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b.** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. Rejection of the Bid: The bid submitted shall become invalid if:-

- a)** The tenderer is found ineligible.
- b)** The tenderer does not upload all the documents as stipulated in the tender document.
- c)** If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

NOTICE INVITING TENDER (FORM -6 FOR e-Tendering)

The Executive Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online item rate tenders from eligible air-conditioning contractors for the following work(s): **Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building**

- 1.1 The work is estimated to cost Rs. **943615/-** This estimate, however, is given merely as a rough guide.
- 1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2 Criteria of eligibility

1. *The contractor should be registered if any or specialized agencies .*
2. *Having satisfactorily completed 3 (three) similar works each of value **40%** of the estimated cost or two similar works each of value **60%** of the estimated cost or one similar work of value **80%** of estimated cost during last seven years. Out of the above at least one work must be in the Central Govt./Central autonomous bodies/central PSU/State PSU/State Govt. Similar work means "Day to day operation & maintenance of central AC plants of AHU, FCU and associated works etc."*
3. *Having GST, ESI & EPF registration No. of government authorities.*
4. *Details of average annual financial turn over of air-conditioning works should be at least 100% of the estimated cost during the last 3 consecutive financial years.*
5. *Having a bank solvency certificate of not less of 40% of estimated cost.*
3. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.iitk.ac.in Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available.*
6. The tender document consisting of plans, specifications, 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 except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/IIT or www.iitk.ac.in other necessary documents also can be seen in the office of the EE, IWD, Electrical and Air conditioning Division, IIT, Kanpur between hours of 3:00 PM to 3:00 PM from **08.02.2020 to 21.02.2020** free of cost.
7. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
8. While submitting the revised tender, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
9. When tenders are invited in three stage system and if it is desired to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

10. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Director, IIT, Kanpur**) along with Bank Guarantee of any Scheduled Bank wherever applicable.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank.

Treasury Challan or Demand Draft or Pay Order or Banker`s Cheque or Deposit at Call Receipt or FDR or Bank Guarantee against EMD, Cost of Tender Document and Cost of Tender Processing Fee shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of Tender Processing Fee" with name of work and due date of opening of the tender also mentioned thereon.

Copy of Enlistment Order and certificate of work experience wherever applicable and other documents if required and specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Superintending Engineer after last date & time of submission of tender and up to 03:30 PM on **24.02.2020**. The documents submitted shall be opened at 4.00 PM on **24.02.2020**.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and e- Tender Processing Fee and other documents placed in the envelope are found in order.

The tender submitted shall be opened at 03:30 PM on **26.02.2020**.

11. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:

- (i) The tenderers is found ineligible.
- (ii) The tenderers does not upload all the documents as stipulated in the tender document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

12. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ` 10000/-) or Deposit at Call receipt of any scheduled bank/Banker`s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than ` 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**

13. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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, 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 tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers 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 tender by a tenderer 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 and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the Board of Governors, IIT, Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled 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 tender or engagement in the contractor's service.
19. The tender for the works shall remain open for acceptance for a period of **ninety (90) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
20. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

20.1.1 The tender document will include following three components:

Part A:-

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified up to **21.02.2020**

Part B:-

General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:-

Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

20.1.2 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually.

20.1.3 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.

20.1.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

20.1.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

**Superintending Engineer
For & on behalf of the Board of Governors, IIT, Kanpur**

ITEM RATE TENDER AND CONTRACT FOR WORK

- (A) **Tender for the work of:** **Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building.**

TENDER

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, Conditions of Contract, 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, IIT, Kanpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender **open for (90) ninety days from the date of opening of tender** and not to make any modifications in its terms and conditions. A sum of Rs. **18,872/-** is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & 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 IIT, Kanpur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated _____ ** _____

Witness: **
Address: **
Occupation: **

**
Signature of contractor
Postal Address **

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, IIT, Kanpur for a sum of Rs. _____ (Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- a) _____
- b) _____
- c) _____

For & on behalf of the Board of Governors, IIT,
Kanpur

Dated _____

Signature _____
Designation _____

Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities:

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:	Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building
Estimated cost of the work:	Rs.943615 /-
Earnest money	Rs.18872 /-
Performance Guarantee	5% of the tendered value of the work
Security Deposit	5% of the tendered value of the work

General rules and direction :

Definitions:

2(v) **Engineer-in-Charge**

	For Air-conditioning & Refrigeration/Electrical items of work	Executive Engineer, Institute Works Department IIT, Kanpur Superintending Engineer, Institute Works Department IIT, Kanpur
2(vi)	Accepting Authority	
2(vii)	Percentage on cost of materials and labour to cover all overheads and profits	10%
2(viii)	Standard Schedule of Rates: Electrical Items of Work:	D.S.R. 2018 with up to date correction slips
2(ix)	Department:	Central Public Works Department
2(x)	Standard CPWD contract Form:	GCC 2014, CPWD form-7 as modified & corrected up to 21.02.2020 (Whether correction vide latest circulars are incorporated or not in this document).
Clause 1	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 Days
	ii) Maximum allowable extension beyond the period as provided in i) above	7 Days
Clause 2	Authority for fixing Compensation under Clause 2	Superintending Engineer, Institute Works Department IIT, Kanpur. Or successor thereof
Clause 2 A	Whether Clause 2A shall be applicable	No
Clause 5	i) Number of days from the date of issue of letter of acceptance for reckoning date of start	22 Days
	ii) Time allowed for execution of work	12 (Twelve) Months
Authority to decide	Extension of time	Superintending Engineer, Institute Works Department IIT, Kanpur
Clause 6/ 6A		Only clause 6 applicable.
Clause 7	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Not 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 **---**

Clause 10 CA Materials covered under this clause. Nearest material(**other than cement, reinforcement bars and structural steel**) for which All India Whole sale price Index is to be followed. Base price of all the materials covered under clause 10 CA

1. Cement (PPC)
2. Steel

Nil
Nil

NIL
Nil
Not Applicable

Clause 10 CC Increase/Decrease in Price of materials/wages

Clause 11 **Specification to be followed for execution of work:**

For electrical works **CPWD specifications 2014 internal and 2014 external electrical works**

For Air conditioning & Refrigeration item of works CPWD Specifications 2014 HVAC for Air-conditioning & refrigeration works with up to date correction slips.(Hereinafter called CPWD specifications also)

Clause 12

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building Work **---**

Clause 16 **Competent Authority for Deciding reduced rates:**

For electrical/civil/Air-conditioning& refrigeration items of work

**Superintending Engineer,
Institute Works Department
IIT, Kanpur**

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site. **Ladders,Multimeter,drill machine, crimping tools, spanner set, blower, Gas Charging line with equipment, welding torch etc**

Clause 36 (i) **Requirement of technical Representative(s)**

For supervision of air-conditioning/refrigeration & civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.

SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: **Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building**

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for air conditioning & refrigeration items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of schedule separately. The contractor shall quote the item rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is **12 (Twelve) months.**
- 4 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 5 Contractor has to arrange and install field laboratory during the currency of work and nothing extra will be paid on this account.
- 6 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 7 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 8 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 9 Temporary Electric connection shall be issued as per request and the water charges shall be recovered as per rule.

PART-B

QUALITY ASSURANCE OF THE WORK

Sampling of Materials:

1. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
2. 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.
3. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

SPECIAL CONDITION FOR SAFETY AT THE WORK SITE

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Smoking is strictly prohibited at workplace.
2. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
3. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
4. No one is allowed to work without adequate foot protection.
5. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
6. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
7. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
8. Adequate illumination at workplace shall be ensured before starting the job at night.
9. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
10. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
11. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
12. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
13. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
14. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
15. A tools and tackles inspection register must be maintained and updated regularly.

16. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday.
17. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
18. No children shall be allowed to enter the workplace.
19. All the lifting tools and tackles shall be stored properly when not in use.
20. Clamps shall be used on Return cables to ensure proper earthing for welding works.
21. Return cables shall be used for earthing.
22. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
23. Proper eye washing facilities shall be made in areas where chemicals are handled.
24. Connectors and hose clamps are used for making welding hose connections.
25. All underground cables for supplying construction power shall be routed using conduit pipes.
26. Spill trays shall be used to contain the oil spills while transferring / storing them.
27. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

(Vinay Kumar Tiwari)
Executive Engineer

SPECIAL CONDITIONS

The contract is for “*Day to day operation and maintenance of 2 x 125 TR central AC plant of vivarium building along with associated AHU of the building.*”

The contract shall be drawn initially for a period of 12 (Twelve) months. However the Institute reserves the right to terminate and completely extinguish the service contract within this period from the date of commissioning. It will however issue 1 (one) month advance notice in writing of its intention to do so. The Institute reserves the right to appoint another agency for service contract from the date of termination of contract.

- 1.0 Similarly the contractor shall be at liberty to seek termination of contract after the expiry of 1 (one) month from the date of commencement of the contract. It will however issue 1 (one) month advance notice in writing of its intention to do so.
- 2.0 The EMD in respect of the successful bidder will be converted into Security Deposit and shall be held by the Institute as performance guarantee. The deposit shall be refunded within 6 (six) months from the date of completion of contract, without any interest. In the event of failure to provide satisfactory performance, the security deposit shall be absolutely forfeited.
- 3.0 The contractor shall appoint a Technical Supervisor for allocation of duty to the workers and for monitoring the works. He should be an experienced person with full knowledge of Plant Operation and Maintenance works.
- 4.0 The Technical Supervisor appointed by the contractor shall report to the Assistant Engineer/Junior Engineer controlling officer on day-to-day basis and organize the works as per his directions.
- 5.0 No part of the contract shall in any manner or degree be transferred assigned or sublet by the contractor directly or indirectly to any person or firm. Violation of this condition shall render the contractor liable for panel action including termination of the contract and forfeiture of security deposit.
- 6.0 If the contractor does not commence any work in the manner described in the contract document or if at any time in the opinion of the Engineer-in-charge,
 - i) Fails to carryout the works in conformity with the contract document.
OR
 - ii) Substantially suspends the work without authority from the Institute.
OR
 - iii) Fails to carryout and execute the works to the satisfaction of the Institute.
OR
 - iv) Commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing shall have been given to the contractor by the Institute requiring such breach to be remedied.
 - v) If the contractor shall abandon the works.

Then in any such case, the Institute shall have the power to enter upon the premises, take possession thereof, to rescind the contract and to carry on with the works by the contractor's

workers the supervisor, as the Institute in its absolute discretion may think proper, without making any payment to the contractor.

- 7.0 The contractor shall make its own arrangement for transportation of the staff to and fro to the campus and to the site of work.
- 8.0 The contractor shall have to work under the overall control of the controlling officer and in close liaison with the Junior Engineer.
- 9.0 If the contractor fails to commence the work on any day due to any reasons whatsoever, a penalty @ one fifteenth of the monthly contract value per day of default shall be deducted from the monthly bill. However if the services are disrupted for two consecutive days, the contract will be rescind without any notice and the security deposit shall be absolutely forfeited.

If the manpower is found short due to any reason, the contractor shall have to redistribute the work among the reporting staff and continue to maintain the services in normal conditions.

- 10.0 The contractor shall furnish to the controlling officer, bill in respect of the monthly charges for providing services under the contract, in the last week of every month. The Institute shall ensure payments within 5 (five) working days from the date of submission of bill. The contractor shall ensure that the wages are paid to its employees before 10th of every month.
- 11.0 The controlling officer shall endorse the following certificate on the monthly bills, before recommending it for payment to Engineer-in-charge.
 - i) “Certified that the contract during the period of the bill have been carried out as per the scope of work, terms & condition of the contract and to his entire satisfaction”
- 12.0 The contractor shall submit the bill along with the proof of having paid due wages to all the workmen engaged on the job during the proceeding month. The wages shall be disbursed to the workmen in the presence of the controlling officer or his authorized representative, who will sign the wage register to certify the payment.
- 13.0 The employees of the contractor shall carry personal identity cards issued by the contractor, while on duty. In addition to this the contractor shall furnish from time to time a complete list of employees, along with passport size photographs and their residential address, to the security officer of the Institute. Alternately the contractor will issue numbered brass tokens to his workers and furnish to the controlling officer, a list of workers and the token number issued to them.
- 14.0 If and whenever any of the contractor’s employees shall, in the opinion of the officer-in-charge of the Institute, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that it is undesirable for administrative reasons for such persons to be employed in the work comprised in the contract, the contractor if so directed, shall remove such person from employment within a reasonable time. Any persons so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute.

- 15.0 The contractor shall be responsible for the proper behavior of all the staff employed on the work and shall exercise a proper degree of control over them. In particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing / action in any way detrimental or prejudicial to the interests of the community or of the Institute of all consequent claims or actions for damages or injury whatsoever. The decision of the Institute upon any matter arising under this clause shall be final binding on the contractor.
- 16.0 Payment, due to the contractor, under contract shall be made by the Institute by account payee cheques under acknowledgement. The contractor shall present the bill duly pre-receipted on proper revenue stamp. All efforts shall be made by the Institute to make the payment within 10 working days.
- 17.0 Payment of final bill shall be made to the contractor within 30 days from the expiry / termination of the contract, provided:
- i) It is accompanied with the wage register for the entire period of contract, duly authenticated by the controlling officer or his authorized representative.
- 18.0 No person below the age of 18 (eighteen) years shall be employed on the work. Similarly no women staff shall be employed since the duty involves working in odd hrs.
- 19.0 The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central), Kanpur from time to time.**
- 20.0 If the Labour Commissioner (Central) revises the prescribed minimum wages, the contractor shall revise the wages of the workers accordingly. The difference in minimum wages, with respect to the wages applicable in the month of Feb 2020 + 7.5% shall be reimbursed to the contractor in addition to the contract amount.
- 21.0 The contractor shall, at their own expense, comply with all labour laws and keep the Institute indemnified in respect thereof.
- 22.0 The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour Act. 1976, within a reasonable time.
- 23.0 The contractor shall be solely responsible as regards to payment of wages / salary, service conditions and terms & conditions of employment. In this connection he shall maintain requisite records and comply with all laws / enactment's, rules, regulations and orders applicable to the contractor's employees in general and in particular laws / enactment's, rules & regulations & orders dealing with employment of contract labour, payment of minimum wages, fire & safety regulations, security arrangements and such other rules & regulations as may be applicable at present or made applicable hereafter.
- 24.0 Drinking liquor within the Institute campus is strictly prohibited. Violation of this rule by the employees of the contractor shall render them liable for prosecution as per law and automatically disqualify them from deployment on the work
- 25.0 The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the contractor, save and except an accident or injury resulting from any act or default of the

Institute. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect of or in relation their to.

- 26.0 The contractor's staff not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of the statutory provisions of relevant labour laws applicable from time to time, in carrying out the service contract. The Institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the Institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from the payments due to the contractor.
- 27.0 The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment's viz minimum wages Act payment of wages Act, Industrial Dispute Act, Contract Labour (Regulation & Abolition) Act and all other labour & industrial enactment's at their own risk and cost in respect of all staff employed by them. The Institute shall be indemnified for any action brought against it for any violation / non-compliance of any of the provisions of any of the Acts etc. The contractor shall maintain all records required to be maintained under the statutory enhancements. The controlling officer shall be entitled to inspect all such records at any time.
- 28.0 The workers shall report to Contractor and register their daily attendance and same the attendance copy submitted to Engineer In-charge.
- 29.0 The value of work shall be inclusive of the wages of the workers & supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract except.
- 1) The difference in minimum wages applicable to the labour are revised by Govt. of India, subsequent to the date of submission of tender shall be paid by the contractor to the labour and reimbursed by the institute on production of claim. Profit shall be paid on this claim.
 - 2) The contribution of EPF& ESIC by the contractor shall be reimbursed on production of the receipt of deposit of the same in the office of competent authorities. Administrative expenses deposited by the contractor shall not be reimbursed.
 - 3) *Rates shall be quoted excluding the GST, which will be paid extra as per government norms.*
- 30.0 The contractor shall make all arrangements such as tools and plants, nut & bolts, screws, thread, PVC tape, thimbles, PVC insulated flexible copper wire, cotton rags , soot safeda/Teflon , washers, nails etc. required for proper completion of the assigned job.

Terms & Conditions

1. *The contractor shall have to work under the overall control of the engineer –in –Charge and close liaison with the Assistant Engineer/Junior Engineer.*
2. *The operation will be in general shift & throughout the year , the contractor shall make all efforts to ensure that the sufficient labour i.e. 4 No. operator(for 24x7 hr. operation) throughout year deployment for the operation of the AC Plant. However, the contractor has to operate the system as required by IIT Kanpur.*
3. *The contractors shall maintain the all low side equipments except chiller (chiller is not covered in the scope of work) as follow in proper running conditions.*
 - *Routine pre start-up, starting of chiller, pump and cooling tower, AHU, switching on/off the equipment.*
 - *Daily recording log book of all essential equipments.*
 - *Daily inspection of valves, pressure gauge, thermometers, NRV etc. and recommending replacement if required.*
 - *Monthly Cleaning of cooling tower sump and daily cleaning of external surface of all equipment's of AC plants, chillers & pumps etc.*
 - *Quarterly cleaning of water strainers or as per requirement*
 - *Monthly salt charging of water softening plant.*
 - *Check/tighten all electric connection and cleaning electrical panels, contactors etc.*
4. *The contractor shall submit the bill along with the proof of having paid due wages to all the workman in the presence of the AE/JE or his authorized representative, who will sign the wages register to certify the payment in minimum wages office.*
5. *The contractor shall engage the following labours on all working days.*

Semiskilled labour : 4 (Four) (Wages shall be as per prescribed minimum wages of the Labour Commissioner (Central). The current minimum wage for semi-skilled worker is Rs. 666/- day
6. *The employees of the contractor shall carry personal identity cards (Mentioned EPF/ESI No.) issued by the contractor. While on duty. In addition to this the contractor shall furnish from time to time a complete list of employees, along with passport size photographs and their residential address to the security officer of the institute.*
7. *The contractor shall be responsible for the proper behavior of the staff employed on the work and shall exercise a proper degree of control over them. In particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing/ action in any way detrimental or prejudicial to the interests of the community or of the institute of all consequent claims or actions for damages or injury whatsoever. The decision of institute upon any matter arising under this clause shall be final binding on the contractor.*
8. *The payment against operation during the contract period of 1 year shall be made against monthly running bills equivalent to 1/12 of the accepted amount of per annum.*

9. *Payment, due to the contractor, under contract shall be made by the institute by account payee cheque under acknowledgement. The contractor shall present the bill duly pre receipted on proper revenue stamp. All efforts shall be made by the institute to make the payment within 10 working days.*
10. *No person below the age of 18 (Eighteen) years shall be employed on the work. Similarly no women staff shall be employed since the duty involves working in odd hrs.*
11. *The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central) Kanpur from time to time.*
12. *If the prescribed minimum wages are revised by the Labour Commissioner (Central), the contractor shall revise the wages of the workers accordingly. The difference in minimum wages, with respect to the wages applicable in the month of Feb 2020 +7.5% shall be reimbursed to the contractor in addition to the contract amount.*
13. *The contractor shall, at their own expense, comply with all labour laws and keep the institute indemnified in respect thereof.*
14. *The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour act 1976, within a reasonable time.*
15. *The contractor shall be solely responsible as regards to payment of wages/ salary, service conditions and terms & conditions of employment. In this connection he shall maintain requisite records and comply with all laws/ enactment's, rules, 'regulations and orders applicable to the contractor's employees in general and in particular laws/ enactment's rules & regulations & orders dealing with employment of contract labour, payment of minimum wages, fire safety regulations, security arrangements and such others rules & regulations as may be applicable at present or made applicable here after.*
16. *Drinking liquor within the institute campus is strictly prohibited. Violation of this rule by the employees of the contractor shall render them liable for prosecution as per law and automatically disqualify them for deployment on the work.*
17. *The institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the contractor, save and except an accident or injury resulting from any act or default of the institute. The contractor shall indemnify and keep indemnified the institute against all such damage and compensation whatsoever in respect of or in relation there to.*
18. *The contractor's staff not be treated as institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of the statutory provisions of relevant labour laws applicable from time to time, in carrying out the service contract. The institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from payment due to the contractor.*
19. *The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment's viz minimum wages Act payment of wages Act, industrial dispute Act, contract labour (Regulation & Abolition) act and all other labour & Industrial enactment's at their own risk and cost in respect of all staff employed by them. The institute shall be indemnified for any action brought against it for any violation/ non*

compliance of any of the provisions of any of the act etc. The contractor shall maintain all record required to be maintained under the statutory enhancements. The controlling officer shall be entitled to inspect all such records at any time.

20. *The workers shall report to contractor and register their daily attendance and same the attendance copy submitted to Junior Engineer.*
21. *The Value of work shall be inclusive of the wages of the workers & Supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract except.*
 - a. *The difference in minimum wages applicable to the labour are revised by Govt. of India, subsequent to the date of award of work shall be paid by the contractor to the labour and reimbursed by the Institute on production of claim. Profit shall be paid on this claim.*
 - b. *The contribution of EPF & ESI by the contractor shall be reimbursed on actual basis and production of the receipt of deposit of the same in office of competent authorities Administrative expenses deposited by the contractor shall not be reimbursed.*
 - c. *GST shall be paid extra as per Govt. norms.*
22. *The Contractor shall issue tools, safety shoes, helmet and dress etc. other safety items as to be required for safety of workers employed by them.*
23. *Any complaint/breakdown have to be attended/rectified within 48 hours and for major breakdown this has to be rectified within 3 days. A penalty shall be imposed as per CPWD norms for not rectifying the faults within time without any justified reason.*

Contractor

Executive Engineer

1.0 Definition of Terms:

In this contract (as hereinafter defined) the following workers and expressions shall have meanings hereby assign to them, except where the context requires otherwise.

- 1.1 The **“INSTITUTE”** shall mean Indian Institute of Technology, Kanpur (IITK) with its premises located at Kalyanpur, Kanpur- 208016 and shall include its authorized representatives, successors and assignees.
- 1.2 The **“CONTRACTOR”** shall mean the person or persons firm or company whose tender has been accepted by the Institute and includes the contractor’s legal representatives, his successors and permitted assignees.
- 1.3 The **“TENDER”** shall mean the proposal / offer along with supporting documents submitted by the tenderer for consideration by the Institute.
- 1.4 The **“TENDER DOCUMENTS”** shall mean the documents issued by the Institute to prospective tenderers, containing various terms and conditions, scope of work etc.
- 1.5 The **“TEER OF ACCEPTANCE OF TENDER”** shall mean an official intimation from the Institute to successful tenderer to the effect that his / their tender has been accepted in accordance with the provisions contained therein.
- 1.6 The **“WORK”** shall mean all works and engagement of labour specified in the scope of work and qualified under general and special terms and conditions.
- 1.7 The **“CONTRACT”** shall mean the agreement between the Institute and the contractor, duly signed by the parties to the agreement, through their authorized representatives, for the execution of the work included in the tender document, letter of acceptance of tender, agreed variations to the tender documents if any. Schedule of rate and other relevant documents submitted by the contractor and as accepted by the Institute.

Executive Engineer

Additional Conditions for Safety at the Work Site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under :

1. Smoking is strictly prohibited at workplace.
2. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
3. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
4. No one is allowed to work without adequate foot protection.
5. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
6. All safety appliances like Safety shoes, Safety helmet, Safety gloves, Safety belt, Safety goggles etc. shall be arranged before starting the job.
7. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
8. Adequate illumination at workplace shall be ensured before starting the job at night.
9. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
10. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
11. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
12. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
13. All electrical connections shall be made using 3 or 4 core cables, having a earth wire.
14. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
15. A tools and tackles inspection register must be maintained and updated regularly.

16. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday.
17. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
18. No children shall be allowed to enter the workplace.
19. All the lifting tools and tackles shall be stored properly when not in use.
20. Clamps shall be used on Return cables to ensure proper earthing for welding works.
21. Return cables shall be used for earthing.
22. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
23. Proper eye washing facilities shall be made in areas where chemicals are handled.
24. Connectors and hose clamps are used for making welding hose connections.
25. All underground cables for supplying construction power shall be routed using conduit pipes.
26. Spill trays shall be used to contain the oil spills while transferring / storing them.
27. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

(Signature of Contractor)

Executive Engineer