

Name of work

**Detailed design and construction of dining hall for
Hall - 14 (SH: Civil and Electrical works)**

BID DOCUMENT



OFFICE OF INFRASTRUCTURE AND PLANNING
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
September, 2023

Indian Institute of Technology Kanpur

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Officer-in-Charge, Office of Infrastructure and Planning

1 Notice Inviting e-Tenders

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online percentage rate tenders from eligible firms / specialized agencies satisfying the eligibility criteria mentioned in the document.

NIT No: Composite/20/09/2023-1

1	Name of work	: Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)
2	Estimated Cost exclusive of GST	: Rs. 3,56,90,291 /- : Rs. 3,05,31,511/- (SH: Civil) : Rs. 51,58,780/- (SH: Electrical)
3	Earnest Money Deposit (Rs.)	: EMD Declaration to be submitted in lieu of EMD as per Form 6.1
4	Duration of contract	: Two and half months
5	Last Time & date of submission of bids (Up to)	: As per CPP portal data (https://eprocure.gov.in/eprocure/app)
6	Opening of bids	: As per CPP portal data
7	Time allowed for submission of requisite documents by lowest bidder	: Within One week of opening of financial bids

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

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

Officer-in-Charge, Office of Infrastructure and Planning

2 Information and Instructions for Bidders for E-Tendering

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online percentage rate tenders from eligible firms / specialized agencies satisfying the eligibility criteria mentioned in the document.

2.1 Schedule

1	Name of organization	:	Indian Institute of Technology Kanpur
2	NIT No:	:	Composite/20/09/2023-1
	Location	:	Indian Institute of Technology Kanpur
3	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
4	Tender / Quotation category (services / goods / works)	:	Works
5	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Work
6	Form of contract (IITK-7/8)	:	IITK-7
7	Work Category (civil / electrical / fleet management / computer systems)	:	Composite (Civil & Electrical)
8	Is multi-currency allowed?	:	No
9	Date of publishing / issue / start	:	As per CPP portal
10	Document download start date	:	As per CPP portal
11	Document download end date	:	As per CPP portal
12	Date & time of pre-bid meeting	:	As per CPP portal
13	Venue of pre-bid meeting	:	As per CPP portal
14	Last date & time of uploading of bids	:	As per CPP portal
15	Date & time of opening of Technical bids	:	As per CPP portal
16	Bid Validity Days	:	90 days after opening of technical bid
17	Earnest Money Deposit (EMD)	:	EMD Declaration to be submitted in lieu of EMD as per FORM 6.1

18	Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 6.2	Rs. 40,000/-for Non MSME/NSIC/Startup and Rs. 10,000/-for MSME/NSIC/Startup to The Register, Indian Institute of Technology Kanpur. The proof of submission must be uploaded along with transaction slip with due mention of NIT No. in the CPP portal for valid tender submission as per format 6.2
19	No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
20	Address for communication	: Office of Infrastructure and Planning, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016
21	e-mail address	: tender_doip@iitk.ac.in

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

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from www.eprocure.gov.in
3. But the bid can only be submitted after deposition of e processing fee and with the EMD declaration.
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted in CPPP portal through e-tendering processes.
5. The intending bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "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 tender or does not quote any percentage above/below on the total amount of the tender or any section /

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

9. The “Eligibility/technical Bid” shall be opened first on due date and time as per the evaluation scheme. The “Financial Bid” of bidders qualifying the technical bid shall be opened on a later date as to be announced in CPP portal.
10. The bidders are advised to visit the site before submission of bids to have more clarity about the site conditions and availability of space for execution of the work.
11. All modifications/addendums/corrigendums 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. Integrity pact of the tender document shall be signed between Dean of Infrastructure and Planning and the successful bidder after acceptance of the tender
14. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all other taxes (exclusive of GST), cess, duties, levies etc. required for execution of the work.
15. All the excavation and digging of the trenches shall be done manually as numbers of service line are passing inside the campus except in certain cases as approved by IITK. No Hydraulic Excavator shall be allowed for earth digging work except in certain cases as approved by IITK.
16. The specialized works shall be in compliance with 3 Star GRIHA rating and as per environmental policies of Institute. Nothing extra shall be payable on this account.
17. The tenderer has to associate with himself, agencies of specialized nature of items mentioned in the special conditions of contract. Such works shall be executed only through associated agencies specialized in these fields. The tenderer shall indicate the name(s) of his/her associated specialized agencies during submission of tender and submit mandatory documents as listed in 2.3 and the name of the specialized agency will be mentioned in the LOA.
18. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
19. The description of the work is as follows: “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”
20. The work is estimated to cost **Rs.3,56,90,291** /-. However, this estimate given is mere approximation for guide.
21. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

22. The time allowed for carrying out the entire work will be Two and half months from the date of start as defined in Schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document.
23. The site for the work will be handed over as per the special terms and conditions of the document.
24. An approved programme of completion submitted by the contractor after award of work based on the milestones given in the tender.
25. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in free of cost.
26. 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.
27. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
28. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
29. The receipt of e-processing fee shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid. The Details of Institute Account for submitting e-processing fees is given in 6.2 under Section Various Forms and Formats.
30. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
31. The bid submitted shall be opened at as per the details provided in the CPP portal at DOIP office. The date of opening of Financial Bid shall be informed through web site after the opening of financial bid
32. The bid submitted shall become invalid and e- processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
33. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% of tendered value within the period specified in Schedule F. This guarantee shall be in the form of 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 Rs. 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.

34. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor shall be suspended for two years and shall not be eligible to bid for IITK tenders from the date of issue of suspension order.
35. 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'.
36. Intending Bidders are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, making proper arrangements to the site for smooth operation, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidder shall be deemed to have full knowledge of the sites whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.
37. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)) 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.
38. The competent authority on behalf of the Board of Governors does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. Bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
39. 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.
40. The competent authority on behalf of the Board of Governors reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

41. The contractor shall not be permitted to bid for works in the Office of Infrastructure and Planning / Institute Works Department responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) in IWD and Office of Infrastructure and Planning. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Office of Infrastructure and Planning/ Institute Works Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
42. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
43. 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.
44. 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.
45. 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
46. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

For Composite Bids

47. The cost of bid document has been fixed with respect to the combined estimated cost put to tender for the composite bid.
48. 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 2020 as amended/modified up to last date of submission of the bid.
 - (b) General / specific conditions, specifications applicable to all the components of the work.
49. The eligible bidders shall quote percentage rates after considering all the aspects and components of the work.
50. After acceptance of the bid by competent authority, the Dean, Infrastructure and Planning 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 Dean, Infrastructure and Planning. One such signed set of agreement shall be handed over to Engineer-In-Charge as applicable.

51. Entire work under the scope of composite bid shall be executed under one agreement.
52. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
53. 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 Dean of Infrastructure and Planning, IITK.
54. Running bill must be generated based on the items of work decided for execution as directed by Engineer In Charge as per the tender clauses. The work of each component must be satisfactorily executed before a running bill is cleared by the Engineer In Charge. The payment shall be based on milestones.
55. Running bill and final bill for components shall be facilitated by Engineer-in-Charge to the contractor.
56. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-Charge and the completion certificate will be issued to the contractor by Dean,Infrastructure and Planning.
57. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
58. 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.
59. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected
60. 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
61. The mentioned work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.

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 CPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID Password and the password of the DSC / eToken.

2.2.2 Searching for tender documents

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective “My Tenders” folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other; in case they want to obtain any clarification/help from the Helpdesk.

2.2.3 Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.

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

2.2.4 Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "on-line" to pay the EMD as applicable and enter details of the instrument
4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, financial bids can be submitted in PDF format as well (in lieu of BOQ).

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.2.5 Assistance to bidders

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk.

2.2.6 General instruction to bidders

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur

2.3 List of documents to be scanned and uploaded within the period of bid submission

The following mandatory documents to be submitted with online bid submission:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained here: -

2.3.1 Envelope - 1: Technical Bid

The following mandatory documents to be provided as **a single PDF** file in the same sequence as listed for evaluation:

1. EMD Declaration as per 6.1
2. Proof of submission of Processing Fees as per 6.2
3. GST Registration Certificate or GST Undertaking as per 6.3
4. EPF & ESI Registration
5. Copy of PAN card
6. Turnover and Other Financial statement of the Agency as per 6.5
7. Affidavit for not being blacklisted/debarred/restrained As per 6.4
8. Solvency certificate as per 6.6 **Or** Scanned copy of Net Worth Certificate from a certified Chartered Accountant as per 6.7
9. Performance report of works executed as per 6.8
10. Structure and Organization of the Agency as per 6.9
11. Structure and Organization of the Associated Electrical Agency as per 6.10
12. Declaration on Details of the Bidder(s) as per 6.11
13. Details of Similar Nature of Works Completed for both agencies as per 6.12 and 6.13
14. Declaration about Site Inspection as per 6.14
15. Scanned copy of "A" class Electrical License of the Main/ Associated electrical contractor.
16. Enlistment Order of the Contractor in appropriate class and category issued by CPWD or others.
17. Letter of Transmittal as per 6.15

2.3.2 Envelope - 2: Financial Bid

Price bid should be submitted in BOQ format

3 Eligibility Criteria

3.1 Eligibility criteria for contractors

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

Eligible Bidders

Eligible bidders should satisfy the following criteria for evaluation:

1. **Average annual financial turn over:**

Average annual financial turnover of composite works /civil works should be at least 30% of the estimated cost of work put to tender during the last 3 consecutive financial years by the certified Chartered Accountant.

Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit & Loss Statements.

The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2023, duly audited and certified by the Chartered Accountant.

Solvency Certificate- 30% of the estimated cost put to tender

2. **Experience (value of work done shall be within a span of one year):**

Firms/Contractors must have completed satisfactorily

i) One similar work of 80% value of the estimated cost put to tender

Or

ii) Two similar work of 60% value of the estimated cost put to tender

or

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

Works completed during last 7 years ending on date 31.03.2023.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with Central Government Organization/Central Autonomous Body/Central Public Sector undertakings.

3. **Definition of similar work:** Similar type of work means “Construction of pre-fabricated steel/ precast concrete multistorey residential/ office/ commercial structures” done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government and Private Institute / Establishment of repute in last 7 years (Not earlier than 01-04-2016).

4. **Eligibility conditions for associated agency** for execution of internal electrical installation works The agencies must submit the details of electrical contractors associated with them at the time of submission of bid. It may be noted that the approval of the agency will also be mentioned for minor component by the Institute in the work order in favor of the selected contractor and the eligibility conditions.

(a) Experience (value of work done shall be within a span of one year): Firms/Contractors

must have completed satisfactorily

i) One similar work of 80% value of the estimated cost put to tender

Or

ii) Two similar work of 60% value of the estimated cost put to tender

or

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

Works completed during last 7 years ending on date 31.03.2023.

(b) Definition of similar work:

Similar type of work means "Internal Electrical Installation Works" done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings / State Government and Private Institute / Establishment of repute in last 7 years (Not earlier than 01-04-2016)

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

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

Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work.

4 Bid Evaluation

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

4.1 Technical Bid Evaluation

- Technical bids received complete in all respects covering the entire scope of work, will only be opened
- The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice
- **Marking scheme:** Maximum marks = 100, Bidders obtaining more than or equal to 75 marks will be technically qualified

Marking Scheme

1.	Completion certificate for Similar works within the span of last seven years	:	Max Marks = 25
(a)	One similar work of 80% value / (a) Two similar works of 50% value/ Three similar works of 40% value of the estimated cost put to tender	:	10 Marks
(b)	Two similar works of 80% value / (a) Three similar works of 50% value/ Four similar works of 40% value of the estimated cost put to tender	:	20 Marks
(c)	Three similar works of 80% value / (a) Four or more similar works of 50% value/ Five or more similar works of 40% value of the estimated cost put to tender	:	25 Marks
2.	Average turn over in crore of the organization in last three financial years	:	Max Marks = 25
(a)	Turnover more than 100% – 200%	:	10 Marks
(b)	Turnover more than 200% – 300%	:	20 Marks
(c)	Turnover more than 300%	:	25 Marks
3.	Performance Report	:	Max Marks = 25
(a)	Outstanding	:	25 Marks
(b)	Very good	:	20 Marks
(c)	Good/Satisfactory	:	15 Marks
(d)	Poor	:	5 Marks

4.	Technical presentation - Presentation by Bidders shall be held on the day of opening the Technical Bid unless otherwise informed in CPP portal. The venue & and time shall be informed in CPP portal	:	Max Marks = 25
	(a) Implementation strategy of the contract proposed by the agency for executing the work on timely basis and addressing the deployment of resources, time and progress strategies and the expertise financially and technically to do the work, needs to be incorporated.	:	25 Marks
	(a) Excellent	:	> 20 Marks
	(b) Good	:	16-20 Marks
	(c) Average	:	11-15 Marks
	(d) Fair	:	6-10 Marks
	(e) Poor	:	= 5 Marks

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

- Only the bidders securing minimum of 75 marks out of 100 marks in technical evaluation qualifies for subsequent opening of financial bid
- Weightage for total marks obtained by bidder in technical bid shall be 30% technical weightage and financial bid shall be 70% financial weightage. Thereby, total 100% weightage for the complete bid. For example: If a bidder secures 90 marks out of 100 marks in technical evaluation, his technical weightage will be 27 marks.
- Bidder with lowest financial bid: 100 Marks. Financial weightage is 70%. For example: The financial weightage of the bidder with lowest financial bid will be 70 Marks and the higher bids will be evaluated accordingly.

NOTE

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

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

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

5 Integrity Pacts

INTEGRITY PACT

(For Institute)

To

Subject: Composite/20/09/2023-1 for the work of “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”

Dear Sir/Madam,

It is here by declared that Office of Infrastructure and Planning, IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Office of Infrastructure and Planning

Sincerely

Dean of Infrastructure and Planning
(On Behalf of Board of Governors)

INTEGRITY PACT

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”.

Dear Sir/Madam,

I / We acknowledge that _____ is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Office of Infrastructure and Planning. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Office of Infrastructure and Planning shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Sincerely

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Dean, Infrastructure and Planning)

This Integrity Agreement is made at on this day of20.....

BETWEEN

The Board of Governors represented through Dean, Infrastructure and Planning, IIT Kanpur (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No: Composite/20/09/2023-1(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)” here in after referred to as the “contract”.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

5.1 Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c. The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

5.2 Article 2: Commitment of the Bidder (s) / Contractor(s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an

agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

5.3 Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

- 1) If the Bidder (s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the Principal / Owner.**
- 2) **Forfeiture of Performance Guarantee / Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor

which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

5.4 Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

5.5 Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

5.6 Article 6:- Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

5.7 Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

5.8 Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses: .

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:.....

Date: \..... \20.....

6 Various Forms and Formats

6.1 Declaration in lieu of submitting Earnest Money Deposit

Proforma for Declaration in lieu of submitting Earnest Money Deposit
(Scanned copy of this Declaration to be uploaded at the time of submission of bid)

Whereas, I/we (name of agency) have submitted bids for Name of work: - “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

1. If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
or
2. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for **two year** and shall not be eligible to bid for IITK tenders from date of issue of suspension order.

.....
Signature of the Bidder(s)

6.2 Format for submission of processing fees

Format for proof of submission to be uploaded along with transaction slip
(Scanned copy of this page to be uploaded at the time of submission of bid)

I/we have submitted the processing fees as per the following details:

NIT No	:	Composite/20/09/2023-1
Name of Agency	:	
GST number of Agency	:	
Date of transaction	:	
Total amount transferred	:	
UTR number	:	

.....
Signature of the Bidder(s)

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

Beneficiary Name: The Registrar, IIT Kanpur
Bank Name: SBI, IIT Kanpur
Account Number: 30632766814
IFSC Code: SBIN0001161

6.3 Undertaking regarding obtaining GST registration

Proforma for Undertaking regarding obtaining GST registration Certificate of The State in which work is to be taken up

(Undertaking to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/)
(Scanned copy of this notarized undertaking to be uploaded at the time of submission of bid, if required)

If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by IITK, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IITK or GST department in this regard.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

6.4 Affidavit for not being blacklisted/debarred/restrained

Proforma for AFFIDAVIT for not being blacklisted/debarred/restrained

(AFFIDAVIT to be submitted on a 'Non-Judicial' stamp paper worth Rs.100/)

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

I/we undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred/restrained by ny Central Govt./ State Govt. Agency/ Autonomous body of the Central or State govt./ PSU etc. Further that, if such information comes to the notice of the Institute, then I/we shall be debarred for bidding in the Institute in future forever. Also, if such information comes to the notice of the Institute on any day before date of start of work, the competent authority shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

6.5 Financial Information

Proforma for providing Financial Information

(Scanned copy of the completed information sheet to be uploaded at the time of submission of bid)

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2019	2020	2021	2022
Gross Annual turnover				
Profit/Loss				

.....
Signature of Chartered Accountant with Seal

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

6.6 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

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

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

.....
(Signature for the Bank)

NOTE:

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

6.7 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

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

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.3.2023 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 31.3.2023.

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

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

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

.....
(Date & Seal)

6.8 Performance report on work executed

Proforma of Performance report on works referred to in Financial Information (To be printed in Company's Letterhead)

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

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

Date:

Signature of Superintending Engineer or Equivalent

6.9 Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company's Letterhead)

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

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

Organization / Place of registration Registration No.

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

(Signature of of Bidder(s))

6.10 Structure and Organization of the Associated Electrical Agency

Proforma of providing Structure and Organization of the Associated Electrical Agency

(To be printed in Company's Letterhead)

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

1. Name & address of the bidder:
2. Telephone no./Telex no./Fax no.:
3. Email address for Communication.:
4. Legal status of the bidder (attach copies of original document defining the legal status):
 - (a) An Individual:
 - (b) A proprietary firm:
 - (c) A firm in partnership:
 - (d) A limited company or Corporation:
5. Particulars of registration with various Government Bodies (attach attested photocopy)
Organization / Place of registration Registration No.
 - 1.
 - 2.
 - 3.
6. Details of valid electrical licence
 - a. Class:
 - b. Issuing Authority:
 - c. Valid till:
7. Names and titles of Directors & Officers with designation to be concerned with this work.
8. Designation of individuals authorized to act for the organization
9. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
10. Any other information considered necessary but not included above.

(Signature of the Associated Bidder(s)) Verified by: (Signature of Main Bidder(s))

6.11 Declaration on Details of the Bidders

Proforma of Declaration on Details of the Bidders

(To be printed in Company's Letterhead)

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

DECLARATION

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

Particulars of the bidder as per following details:

1	Name of the firm / organization	:	
2	Type of the firm / organization: Public Ltd. / Private Ltd. / Registered firm	:	
3	Registered address	:	
4	Address of office	:	
5	Contact people	:	
6	Name & Designation	:	
7	Landline & Mobile numbers	:	
8	E-mail IDs	:	
9	PAN No.	:	
10	GST No.	:	
11	EPFO Reg. No.	:	
12	ESIC Reg. No.	:	
13	Annual Turnover for the last 3 years (Enclose copies of audited balance sheet and P&L A/c.)	:	
13.1	2021-2022	:	
13.2	2020-2021	:	
13.3	2019-2020	:	
14	EMD Declaration attached with signature	:	
15	Has the applicant ever been required to suspend any project for a period of more than six months continuously after Commencement of work?	:	If so, give the name of the project and reasons of suspension of project

16	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes, give details of the case
17	Details of any litigation in which the applicant is/was involved.	:	
18	All forms submitted as desired in the bid	:	Yes / No
19	Integrity Pact	:	
20	Undertaking regarding no subletting of work	:	

We further declare that our organization has not been blacklisted /delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

Date:

Signature of Bidder(s) with seal

6.12 Details of Similar Nature of Works Completed

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

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

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

The contractor needs to submit the supporting documents for calculation of A & B as above. For calculation of B , information is to be supplied in the following tabular format:

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

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Date:

Signature(s) of Bidder with seal

6.13 Details of Similar Nature of Works Completed for Associated Electrical Agency

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

The contractor needs to submit the supporting documents in the following tabular format:

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

Date:

Signature(s) of Associated Agency with seal

Date:

Verified by Main Contractor with seal

6.14 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”.

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)

6.15 Letter of Transmittal

To

The Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur
Kanpur, UP - 208016

Name of Work: Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)

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 Dean, Infrastructure and Planning, Indian Institute of Technology Kanpur or his representative(s) to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

Sl. No.	Name of work	Amount	Certificate issued by
1.			
2.			
3.			
4.			

CERTIFICATE

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancelation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Signature(s) of Bidder with seal

6.16 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”

1. To be uploaded as per details uploaded in CPP portal at www.eprocure.gov
2. To be opened in the presence of tenderers who may be present at the time of opening in the Dean, Infrastructure and Planning, IIT Kanpur.
3. The pre-qualification/Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

TENDER

((To be signed in Company’s Letterhead))

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions of Contract (For construction works) 2020, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Board of Governors within the time specified in Schedule ‘F’ viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

In lieu of EMD, I/We hereby submit Earnest Money Deposit (EMD) Declaration as per 6.1

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Board of Governors or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take action as per my/our EMD declaration as per Annexure-I. Further, if I/We fail to commence work as specified, I/We agree that Board of Governors or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of myself / our self-becoming liable for action as per my/our EMD declaration or forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in Indian Institute of Technology Kanpur in future forever. Also, if such a violation comes to the notice of Indian Institute of Technology Kanpur before date of start of work, the Dean, Infrastructure and Planning shall be free to forfeit the entire amount of Performance Guarantee.

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

Date:

Signature(s) of Contractor(s) with seal

Address:

Occupation:

6.17 Proforma for Contract for Removal of Defects after Completion In Respect of Water Proofing Works

Contract for Removal of Defects after Completion In Respect of Water Proofing Works

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF)

The Agreement made this.....day ofTwo thousand and between.....

son of (hereinafter called the Guarantor of the one part) and the BOARD OF GOVERNORS (hereinafter called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated

and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 10 (Ten) years from the date after the defect liability period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the defect liability period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

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

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

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

IN WITNESS WHEREOF these presents have been executed by the Obliger.....

.....and by.....and for and on behalf of the

PRESIDENT OF INDIA on the day, month and year first above written SIGNED,

SEALED AND delivered by OBLIGOR in the presence of :

1.

2.

SIGNED FOR AND ON BEHALF OF THE BOARD OF GOVERNORS BY

in the presence of:

1.

2.

7 Proforma of Schedules

PROFORMA OF SCHEDULES

(Composite Tender)

7.1 SCHEDULE 'A': Schedule of Quantities

Schedule of Quantities : BOQ uploaded separately

7.2 SCHEDULE 'B': Schedule of materials to be issued to the contractor

Schedule of materials to be issued to the contractor: NIL

7.3 SCHEDULE 'C': Tools and plants to be hired to the contractor

Tools and plants to be hired to the contractor: NIL

7.4 SCHEDULE 'D': Extra schedule for specific requirements/document for the work, if any

Extra schedule for specific requirements/document for the work, if any: NIL

7.5 SCHEDULE 'E': Reference to General Conditions of contract

Reference to General Conditions of contract	:	General Conditions of Contract 2020 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.
Name of Work	:	“Detailed design and construction of dining hall for Hall - 14 (SH: Civil and Electrical works)”
Total Estimated cost of work	:	Rs. 3,56,90,291 /-
	:	Rs. 3,05,31,511/- (SH: Civil)
	:	Rs. 51,58,780/- (SH: Electrical)
Earnest Money	:	EMD declaration to be submitted
Performance Guarantee	:	5% of tendered value
	:	After recording of the completion certificate for the work by the competent authority, for the cost component of dining facility the 50% (Fifty Percent) performance guarantee shall be returned to the contractor, without any interest.

Security Deposit	:	5% of tendered value i.e., 2.50% to be deposited as irrevocable bank guarantee within 7 days from the date of award and balance 2.50% to be deducted from each running bill (periodic/ esteem bill). Same would be released after successful completion of Three years defect liability period and as mentioned in special conditions
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7.6 SCHEDULE ‘F’: General Rules and Directions

GENERAL RULES & DIRECTIONS:

Officer Inviting tender: Dean, Infrastructure and Planning

7.6.1 Definitions

1 Inviting Authority	:	Dean, Infrastructure and Planning
2(v) Engineer-in-Charge	:	Engineer Authorized by Dean, Infrastructure and Planning
2(viii) Accepting Authority	:	Director
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	For Civil work: DSR 2021 (Civil Works) & MR with correction slips up to the last date of Bid
	:	For Electrical Work: DSR (E&M), 2022 & MR with up-to-date correction slip
2(xii) Department	:	Infrastructure and Planning, IIT Kanpur
9(ii) Standard CPWD Contract Form	:	General Conditions of Contract 2020 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.

7.6.2 Clauses

Clause 1

Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of the letter of acceptance	:	7 days
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the Period provided in (i) above	:	7 days
Clause 1A	:	Applicable. The Defect liability period shall be Three years after declaring the original construction work complete by the competent authority
Clause 2		
Authority for fixing compensation under Clause 2	:	Dy. Director/Director, IIT Kanpur
Compensation for delay of work	:	At rate of 1% of accepted tendered amount per month for non-achievement of major Milestones as per Table 7 provided subjected to a maximum of 10% of accepted tendered amount.
Clause 2A		
Whether Clause 2A shall be applicable	:	YES
Clause 5	:	
(i): Number of days from the date of issue of letter of acceptance for reckoning date of start	:	15 Days
ii: Milestones	:	As per Table 7
Clause 6: Computerized Measurement Bill	:	<i>Applicable</i>
Clause 7A	:	Applicable
Clause 10A	:	Applicable
Clause 10B (i)	:	Applicable
Clause 10B (ii)	:	Applicable
Clause 10B (iii)	:	Applicable
Clause 10C	:	<i>Not Applicable</i>
Clause 10CA	:	<i>Not Applicable</i>

Clause 10CC	:	Not applicable
Clause 11	:	CPWD Specification 2019 Vol. I &II, and latest CPWD specifications of all E&M items, with correction Slips issued up to the last date of receipt of tenders (herein called CPWD Specifications also) and as per NIT for E&M works. Specifications to be followed for execution of Civil work and E&M works
Clause 12: Type of work	:	Original Work
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building & foundation work (except items mentioned in earth work in DSR and related items)	:	100%
Clause 12.5(ii) Deviation limit for items mentioned in the earth work subhead of DSR and related items.	:	100%
Clause 16 Competent Authority for deciding reduced rates: For Civil items and For Electrical items of work	:	As per Table 8
Clause 17 - Defect liability period completion of contract whichever is later	:	Three years and those listed as terms & Conditions of Contract
Clause 18 - List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	Those Listed in Special Conditions of Contract, if any
Clause 32 - Requirement of Technical Representative(s)	:	as per Table 10
Clause 38	:	as per Table 11

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

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 Dean, Infrastructure and Planning, Indian Institute of Technology Kanpur. The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered i.e., 5% (Five Percent) of tendered amount.

Time allowed for execution of work : Two and half months

Table 7: Major milestones of the project

Sl. No.	Description of Milestone (Physical)	Time allowed from date of start	Maximum Duration of work	Amount to be with-held in case of non-achievement of milestone (% of tendered amount)
1	All works up to plinth and completion of substructure	1 week	3 weeks	5
2	Supply of structural steel members at site for super structure all weeks for the single storey structure	1 week	3 weeks	5
3	Erection of structural steel members at site for super structure of all works	3 weeks	5 weeks	5
4	Supply of UPVC windows and doors as per specification at site	3 weeks	5 weeks	5
5	Block work along with bands as per design per plan	5 weeks	6 weeks	5
6	Casting of roof slab and water-proofing as per specifications	6 weeks	6 weeks	5
7	All flooring works, plastering, painting (external and internal) sanitary/electrical installation, external developments and handing over	6 weeks	10 weeks	5

Table 8: Authority to decide

(i)	Extension of time (EOT)	:	Dy. Director/Director, IIT Kanpur
(ii)	Rescheduling of milestones	:	Dean, Infrastructure and Planning, IIT Kanpur
(iii)	Shifting of date of start in case of delay in handing over of site	:	Dean, Infrastructure and Planning, IIT Kanpur

Table 9: Materials for which all India Wholesale Price Index to be followed

Sl.No	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price (without GST) of Materials, covered under clause 10 CA
1	Portland Pozzolana Cement (PPC)/ Ordinary Pozzolana Cement	Nil	Nil
2	Steel for Reinforcement TMT Fe 500D Primary Manufacturer	Nil	Nil
3	Structural Steel (Primary producers)	Nil	Nil

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

Sl No.	Requirement of Technical staff (of the work components)		Minimum experience in Year	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32	
	Qualification	Number			Figures	Words
1	Graduate Engineer (Or Diploma Engineer)	1	5 years	Project Planning/ Construction/ quality/ billing Engineer (Civil)	Rs. 15,000/-pm per month per person	Rupees Fifteen Thousand only per month per person
2	Graduate Engineer (Or Diploma Engineer)	1	5 years	Project Planning/ quality/ billing Engineer (Electrical & Mechanical)	Rs. 15,000/-pm per month per person	Rupees Fifteen Thousand only per month per person

Note 1: Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. *Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.*

Note 2: Project/Site Engineer for Electrical work mentioned must be required from the beginning of the work and both civil and electrical work has to happen in a coordinated manner to meet the date of handover of site as per special terms and conditions.

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

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

8 Scope of work

8.1 Work Items

The Institute desires to construct a single storey mess block with a design scope for expansion of one more floor in future in the premises of existing Hall of Residences, 14 in order to cater the immediate need of mess facility for the students of Newly constructed hostel. The building is to be designed as a steel structure with RCC foundation and light deck slab. External and internal walls are AAC blocks. The project aims to complete such construction works on a timely basis. The work components are as follows:

- Submission of complete detailed design and development of architectural, MEP and structural drawings as per the scope and [to be submitted before the issue of LOC](#).
- All works up to plinth and completion of substructure.
- Supply of structural steel members at site for super structure all weeks for the single storey structure
- Erection of structural steel members at site for super structure of all works
- Supply of UPVC windows and doors as per specification at site
- Block work along with bands as per design per plan
- Casting of roof slab and waterproofing as per specifications
- All flooring works, plastering, painting (external and internal), sanitary/electrical installation, external developments and handing over.

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

8.2 List of Preferred Makes for Civil Works

Preferable 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.

No.	Material description	Manufacturer / Brand Name
1	Ready Mix Concrete	Ultratech Concrete, ACC Ready Mix, RMC India and NUVOCO
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 Bars	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 & Perma Construction Aids Pvt. Ltd.
6	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit : LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, STP Ltd., Ardex Endura, Perma Construction Aids Pvt. Ltd.
7	Water proofing compound for bathroom/ toilet /balcony & other wet areas	Fosroc: Bush Bond, STP Ltd.: Shalcrete, CICO: Tapecrete, Dr. Fixit : Pidifine 2K, Sika : Topseal 107, Asian Paints: Damp Block 2K & equivalent product of BASF, Ardex Endura, Perma Construction Aids Pvt. Ltd.
8	Crystalline water proofing compound	Fosroc: Bushbond TGP, Dr. Fixit : Dr. Fixit Krystalline, Sika: Sika 101h, Asian Paints: SmartCare & equivalent product of BASF, Ardex Endura, STP Ltd., Perma Construction Aids Pvt.
9	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, BASF, Perma, Ardex Endura, JK White & Ferrous Crete.
10	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
11	Polycarbonate sheet	GE Plastic, LEXAN & MG Polyplast
12	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
13	Particle board	Action TESA, Merino, Archidply & Orion Doors
14	Laminates	Action TESA, Greenlam, Century Ply, Merino, Archidply, Virgo & Orion Doors
15	Flush door shutters	Duro, Century, Durian, Archidply, Green Ply, JAYNA (Jain Wood Industries), Jain Doors Pvt. Ltd., GREENPANEL & Orion Doors Note: Only ISI marked flush door shutters to be used.
16	Fire rated doors	Signum fire protection, Shakti Metdoor, NAVAIR, Promat, Thrislington, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott
17	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Interarch, Hi- steel of PR Ceiling Products
18	Plywood / Veneer	Greenply, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors

19	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite & Timbertone of ICI Dulux.
20	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
21	Aluminum section	Hindalco, Jindal & Indian Aluminium Co.
22	Anodized aluminum hardware (Heavy Duty)	Kilon, Alualpha, Classic & Ebco.
23	Clear / Float/Frosted/Toughen Glass/ Refractive Glass	Saint Gobain, AIS & Modiguard
24	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, GEZE, Godrej & Hardwyn
25	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26	Silicon based water repellent/weather sealant	GE Plastics, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit/Roff).
27	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28	Mosaic tiles/Chequered Tiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon
29	Glazed Ceramic Tiles	Kajaria, 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 & Kerb stone	Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32	Cement Based wall putty	Asian Paints, Birla Wall Care, JK White & Berger
33	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper& Dulux ICI: Maxilite
34	1st quality acrylic distemper (washable/ ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Commando or equivalent paints of Nerolac & ICI-Dulux
35	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior Emulsion Paint),Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover, Indigo
36	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1

37	Premium acrylic emulsion paints (Interior)	Asian Paints: (Royale Luxury Emulsion), Nerolac: Impression, Berger: Silk & ICI Dulux: Velvet Touch, Indigo
38	Textured exterior paint	Asian Paints, Nerolac, Berger Paints, Ultratech Paints & Luxture
39	Acrylic smooth exterior paint	Asian Paints: (Apex/Professional Premium Exterior Emulsion), Nerolac: XL, Berger: Weather Coat & ICI Dulux: Weather Shield, Indigo
40	Premium acrylic smooth exterior paint with silicon additive	Asian Paints: Apex Ultima, Nerolac: XL total, Berger: Weather Coat all Guard & ICI Dulux: Weather Shield Max, Indigo
41	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthetic enamel, Indigo
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), Berger, ICI & Nerolac
45	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai & Akzo Nobel
46	Fire paint	Asian Paints, 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, Kapilansh & 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	KK, JAIN & PARGATI

56	CP brass fittings (Superior Range)	Jaquar, Grohe & Roka.
57	CP brass fittings (Normal 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 & JK White
65	Floor hardener	Ironite, Perma, STP Ltd., Ferrok & Hardonate
66	Modular Expansion Joint	Herculus, Sanfield India Ltd & Vexcolt
67	Glass Wool	Dow Corning, UP Twiga & Isover
68	uPVC door/window/ventilator	Fenesta, Komerling, Rheau, Veka, Duroplast, Aluplast & Advika Profiles Pvt. Ltd. (Fabrication and installation will be done by profile manufacturer or his authorized fabricator).
69	uPVC doors and window hardware	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 and 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 Shutters
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

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:

- By the contractor, if the result shows that material does not conform to the relevant codes/ specification.
- By the department, if the results show that the material conforms to relevant codes/ specification."

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

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

This issues with the approval of competent authority.

(वी.पी. साहु) 22/10/2021

अधीक्षण अभियंता(सी.एंड एम.)

e-file 9116587

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

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

8.3 Preferable Makes for E& M Works

The makes of various components (as applicable) are listed as follows:

S. No.	Items	Makes
1	MS Conduit (ISI marked) with heavy duty accessories	BEC/ AKG / RM CON / Steel Krafts
2	PVC/ XLPE insulated aluminium/Copper conductor armoured	Havells / Finolex / KEI / Grandlay/ Polycab
3	unarmoured MV Cables up to 1100 V (ISI Marked)	
4	FRLS PVC insulated copper conductor stranded flexible wires i/c control cables (ISI Marked)	Havells / Finolex / KEI / Grandlay/ Polycab
5	Cable Raceway Floor / wall mounted and accessories	Legrand / MK (Honeywell) / OBO
6	Cable Tray & Accessories	Venus/ MEM /BEC/ RM CON/ Indiana
7	Modular Switch , Socket & Accessories	Legrand (Myrius) / M.K.(Element) / Schneider (Zencelo)/Legrand (Arteor)
8	Metal clad Industrial Socket outlet and Sheet Steel Enclosure for MCCB/MCB	Legrand / Siemens / Schneider/ Hager
9	Cable Glands	Dowells/ Commet / Gripwell/ Raychem
10	Lugs and end termination	Dowells/Commet/Braco
11	Change over switch	L&T / Socomac / ABB / Schneider
12	Distribution boards	Siemens (Betagard), / Hager/ Schneider (Acti9) / Legrand (<i>Ekinor3³</i>)/ L&T(Exora) /ABB(Elegence)
13	Protection Device (MCB/RCCB/RCBO/ELCB)	Siemens (5SL), / Hager/ Schneider (Acti9) / Legrand (DX 3)/ ABB(S200M)/L&T
14	Current transformer/ Potential transformer	AEL/ Gilbert & Maxwell/ Pragati/ Precise/L&T/ Kappa
15	Indicating Lamps LED type, Push Button	Siemens/ L&T / Schneider / Legrand

16	Electronic Digital Meters	Schenider (Conzerv)/ L&T/Secure/Siemens/ ABB/Legrand
17	MCCBs	Siemens (3VL) / L&T (D sine)/ Schneider (CVS) / Legrand (DPX 3)/ ABB (T max)
18	Power contactor	L&T (MNX) / Schneider (TesyS) / Legrand (<i>CTX</i> ³)/ABB(Ax)
19	Surge Protection Devices	Siemens/L&T / Schneider / Le- grand/ OBO
20	Selector Switch	Salzer/Seimens/BCH/Kaycee/L&T
21	Auxiliary Relays	Siemens/ L&T / Schneider / Le- grand / ABB
22	LED Lighting fixture	Philips/ Wipro/ Havells/ Crompton
23	Emergency Lighting / Exit Sign boards	Bajaj/ Prolite/ Glo-LIne
24	Ceiling Fan, Fresh Air Fan, Ex- haust fan	Havells/ Crompton/ Usha/ Ori- ent/Atomberg
25	Paint	Nerolac / Asian / Berger/ICI
26	Lightning Protection System	OBO/ Cape Electric/ Infinite/ APS/Jeff Techno/Axis
27	G.I. Pipe	Tata, Jindal-Hissar, Prakash Surya
28	Rubber Mat (ISI Marked)	Jyoti / Deep Jyoti/ Premier
29	Fire Extinguisher	Minimax/ Life Guard/ Cease Fire / Newage
30	ACB (Air Circuit Breaker)	Siemens (3WL-ETU 45B) / Schneider (Master Pact NW -6.0P) / L&T (U power omega -MTX 3.5 EC) / Legrand (DMX 3 MP4)
31	CU/GI strip & GI wire for earthing	Jeff Techno/Axis/OBO
32	MS Conduit (ISI marked)	BEC/AKG/NIC/Steel craft/ M-Key, SK (E.R.W)
33	PVC Conduit and accessories	Polycab/AKG/Asian
34	1.1 KV aluminium armoured XLPE insulated and PVC sheathed Cable (LT cable)	Havells/KEI /Finolex/ Grandlay
35	Modular Switch & Socket	Legrand (Myrus)/M.K. (Ele- ment)/Schneider (Zencelo In- dia)/Havells/ ABB

36	Metal clad Industrial Socket	Legrand/Siemens/Schneider/C&S/ABB
37	Cat-6 Cable	Beldon/Siemon/Legrand/Penduit (Pannet)
38	Crimp Patch Cord	Beldon/Siemon/Legrand/Penuit (Pannet)
39	Panel Accessories	Siemens /L&T/Schneider / Legrand/Tecnic / ABB/ C&S/Neptune
40	LED/Metal Hal- ide/Fluorescent Lighting Fixture	Internal Philips/ Wipro/Havells/Crompton
41	External Lighting Fixture	Philips/ Wipro/Havells/Crompton
42	Ceiling Fan (ISI marked & BEE rated 5 star)	Havells/Almonard/Orient/Usha/Bajaj
43	Advance Lighting Protection System (Early Streamer Emission Type)	LPI (Australia)-by allied power/SGI (Duval Messien/satellite (France)- by SGI/Bradlay (USA)- by JMV/Erico (USA)-by security shoppe/ABB
44	Main LT Panels/ MCC Panel	(Main LT panel / MCC Panel board should be IEC 61439 part-1 and II manufacturer has to produces the relevant test certificate as per IEC code for the same failing which panel shall be rejected). L & T /Siemens / Schneider/ ABB/Legrand
45	Air Circuit Breaker	Siemens / Schneider /L&T /Legrand/ C&S/ABB
46	Surge Voltage Protection	Siemens /Schneider/L&T/Legrand/ABB
47	Earth fault module	Siemens/Schneider/L&T/Legrand
48	Protection relays	Siemens/Areva/L&T/Legrand
49	C.Ts and PTs	Kappa/AE/Matrix
50	Digital Meters	Siemens (PAC)/ Schneider/ (conzerv) / Secure Enersol / L&T/ Neptune
51	Indicating lamps	ESBEE/Schneider/Siemens/Vaishno/Neptune
52	Power capacitors	Epcos/ Neptune / Legrand /ABB/ L&T
53	Automatic Power factor correction relay/controller	Epcos/Siemens (PAC) /Schneider (Conzerv)/L&T/Neptune
54	Sealed Maintenance Free Batteries	Exide/Panasonic/Hitachi/Shinkobe

55	Battery charger	Caldyne/Chhabi Electricals/Statcon/Max Power
56	Cable Trays (Factory Fabricated/Overhead & Floor Raceways)	Legrand/MEM/OBO/ Milestone/ Neptune
57	HDPE underground cable duct	Rex Polyextrusion/Tirpura/Plasomatics/Duraline
58	Insulation Mats	DL Miller & Co. Ltd./Premier Polyfilm Ltd./RMG Polyvinyl India Ltd/Jyoti
59	Smoke/Heat detectors	Apollo/ System Sensor/ Agni
60	Manual Call point	PRD/System-Tek/ Simplex/ System Sensor/Agni
61	Response indicators	PRD/System-Tek/ Simplex/ System Sensor/Agni
62	Fire Exit Signs	System-Tek/ Simplex/ Agni
63	Fire Control Panel	System-Tek/ Morley /Agni
64	Speaker / Hooter	System-Tek/ Philips /Agni
65	Occupancy Sensors/ Movement Sensor	Legrand/ Philips/ Wipro
66	Flush type switch /socket	Anchor/ Kinjal/ SSK/ Havells Reo
67	Fuse switches unit / switch fuse unit /HRC fuse	L&T / Siemens/ Havells/ C&S
68	Exhaust fan	Almonard/ Alstom/ Crompton/ Havells
69	XLPE insulated HT cables	KEI/Havells
70	Cable lug	Ascon (Heavy gauge) Jainson DOW-ells
71	Telephone wires/Telephone Cable / jelly filled telephone cables	Finolex /Delton/Havell's
72	Telephone tag blocks	Krone/ Pouyet
73	Telephone outlet	MK Electric /Legrand (Mosaic)/Crabtree (Piccadilly)
74	GI raceways	Milestone Engineering /Legrand/MDS/Neptune Systems Pvt. Ltd./MK
75	PVC raceways	Legrand/ MK
76	Electronic ballast	Philips /Wipro/Bajaj/Decon/Crompton/Havells

77	DLP plastic trunking	Legrand/MK
78	Geysers	Recold /Venus /Usha Lexus /Sphere hot
79	Tower Light	Ligman/Simes/Bega
80	HT/LT transformers	ABB/Schneider /CGL (Crompton Greaves Ltd.)
81	HT SF-6 circuit breakers/VCB	Siemens /ABB/CGL/Schneider
82	Programmable Logic Controller(PLC)	Siemens/Allen-Bradley/Schneider
83	Earthing (Chemical Earthing) Plate Earthing	JMV/As per CPWD Norms
84	Octagonal Pole	Bajaj / Crompton / Phillips
85	11 kV HT panel Incoming relay	CGL/Schneider/ABB/ Siemens
86	Control Relay Panel	CGL/Schneider/ABB
87	Lightning Arrestor	ABB/Alltec/JMV
88	Temp. Gauge	Guru
89	Gate Valve	Leader/Sant
90	Electrical Backup	Spare hot/ Racold
91	PVC Tank	Syntex/ Polycon
92	Thermostat	ISI Marked
93	Flat Collector Plate	Solocrome/ Tata BP/ Racold
94	S.S Sheet	Jindal / National
95	HT/LT cable joints (Straight through/outdoor/indoor)	3M/ Denson/ M Seal/Raychem/ Cabseal
96	Alternator	STAMFORD/Crompton Greaves
97	DG Set	Sterling & Wilson /Caterpillar/Commins Power /eneration/ Kirlosker
98	Makes of accessories of HT / LT Panel / Transformers	As per standard practice of manufacturer.
99	Bus Trunking	C&S / L&T/ Schneider as per standard practice of OEM manufacturer / channel partner
100	HT Panel 11 KV	ABB/Schneider /CGL (Crompton Greaves Ltd.)
101	Bus Duct	Neptune/ Milestone/Tricolite
102	Lamp Holder (Brass)	Kay/SSk/Kinjal

Any other item not covered in the above list shall be ISI marked and as approved by Engineer In Charge.

9 Special Conditions of Contract

9.1 Timely Completion

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

9.2 Program Chart

1. The Contractor shall submit a Programme Chart (Time and Progress) for each milestone alongwith performance guarantee and get it approved from the Institute. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge(s) and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work. The contractor shall in all cases in which time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per milestones given in Schedule 'F'.
2. The program chart should include the following:
 - (a) Descriptive note explaining sequence of various activities.
 - (b) Network (PERT / CPM / BAR CHART) prepared on MS project which will indicate resources in financial terms, manpower and specialized equipments for every important stage.
 - (c) Program for procurement of materials by the contractor.
 - (d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.

3. If at any time, it appears to the Engineer-in-Charge(s) that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
4. The submission of revised program or approval by the Engineer-in-Charge(s) of such program or the furnishing of such particulars shall not relieve the contractor of any of his/her duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge(s) to take action against the contractor as per terms and conditions of the agreement. Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

9.3 Progress and Monitoring of Work

1. Apart from the above integrated program chart, the contractor shall be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:
 - (a) Construction schedule of the various components of the work through a bar chart, showing the milestones, targeted tasks and up to date progress.
 - (b) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
 - (c) Plant and machinery statement, indicating those deployed in the work.
 - (d) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations.
 - (e) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of cheque payment received etc.
2. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labours and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
3. The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick/AAC/block work. The contractor shall ensure proper co-ordination of various disciplines viz. building works, sanitary & water supply & electrical installations etc.
4. The contractor shall conduct his/her 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(s) and shall as far as possible arrange his/her work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other

contractor or he shall arrange his/her work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge(s).

5. The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his/her work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge(s).

9.4 Sample Preparation

The contractor shall construct one sample toilet, sample window and sample flooring complete in all respects including all Civil works and Electrical fittings/ fixtures, not later than 45 days. The sample works shall be inspected and approved by the Engineer-in-Charge(s). Slight changes with regard to the fixtures/ fittings/ details/ dimensions etc. may occur as per the actual requirement or in order to enhance the functionality of the product or the unit. Thus, the procurement for all the internal fittings/fixtures/ fabricated material and other material etc. shall be done by the contractor only after the approval of the sample room and toilet. A penalty of Rs.10,000/- per week shall be levied to the contractor in case of their failure to construct the sample accommodations within the stipulated period mentioned above. This is on top of those listed in Schedule F.

9.5 Secrecy

1. The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them will continue so to apply even after the execution of such works under the contract.
2. The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
3. All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge(s) on the completion of the work / works or the earlier determination of the contract.

9.6 Rates

1. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building, exclusive of GST and nothing extra shall be payable to him on this account.

2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.
4. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per the quantum of work provided to him at his own expenses. Nothing shall be paid on this account.
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 material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
8. Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost.
9. The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
10. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

9.7 Quality and Workmanship

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. The materials having ISI mark shall have precedence over the one conforming to IS Specifications.
3. The proposed buildings/ infrastructure are Institute housing and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work.
4. Hydra Crane, Chain Pulley block, welding machine with safety kit, Gas cutter machine with safety kit, Hydro Testing Equipment, Ultra Sonic Flow meter, Multimeter, drill machine, crimping tools, spanner set, blower, welding torch, vacuum pump, air compressor, meggar etc. machinery, tools & plants need to be deployed by the contractor at site.
5. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
6. All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice. All the materials proposed to be used in the work should be approved from Engineer in Charge before use in work.
7. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS/ISI mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. Where the make of any particular material is not specified in the Contract document, the material shall be supplied as per makes desired by the engineer-in-charge.
8. It will be the responsibility of the contractor / bidder to ensure use of genuine materials in the work. The department reserves the right to get (any / all materials / components) inspected by the manufacturer or their authorized representatives at any stage of the execution of work. If any of the materials, supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.
9. The contractor should get the make/TDS documents approved before procuring any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
10. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuineness of material supplied by/used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered/ withheld from subsequent running account payment.

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

If the tests, which were to be conducted in the site laboratory, are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.
15. Sample of materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.

9.8 Natural calamity

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

9.9 Stocking and Disposal of Materials & Debris

1. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.
2. After completion of work the agency shall remove materials and debris etc. from site as per the direction of Engineer-in-Charge, at no extra cost.
3. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
4. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
5. For construction/renovation works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
6. Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.

9.10 Painting

1. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
2. Contractor will first submit the shade cards of relevant make of paint to IIT for approval of color before procuring the paint in bulk.
3. No mixing will be allowed with Stainer to achieve a particular color. Contractor will procure direct colour paint of approved shade and apply directly

4. Contractor shall have to brought at least 50% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned site Engineer before start of work. The consumption shall be monitored by the Institute. All empty drums shall have to be kept till completion of work.
5. Contractor has to make a sample of exterior painting on the surface of wall and after getting approval from the competent authority. The contractor has to finish the rest of work accordingly as per satisfaction of Engineer-in-charge.

9.11 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.
9. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his/her own cost.
10. Warning / Caution Boards: All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions

& protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge(s). These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his/her part. Also, he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer-in-Charge. Nothing extra shall be payable on this account.

11. Sign Boards: The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge(s). The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.
12. Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his/her own cost and used at site.
13. No inflammable materials shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer-in-Charge(s) in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor

9.12 Approach to Site

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

9.13 Water and Flooding

1. The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install water purifier at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
2. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
3. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained 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 as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the Institute or any other statutory body, the consequent sewerage charges shall be borne by the contractor.

9.14 Acts and Laws

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

9.15 Labour and Laws

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

9.16 Nondisclosure Agreement

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

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

9.17 Indemnification:

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

9.18 Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.

9.19 Dispute resolution

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

would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.

9.20 Arbitration

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

9.21 Jurisdiction of Courts

The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction to try any as all the disputes(s) between the parties arising out this Agreement.

9.22 Office Infrastructure

1. The contractor shall establish fully furnished site office having a room of 15 sqm, if required by the Institute. This is required for Quality Control Measures, Preparation of Bills and Monitoring the Quality by Engineer-in-Charge(s).
2. The contractor shall make arrangement for a few Helmets for occasional visit of IIT Kanpur authority, as and when needed.

9.23 Water Proofing

1. The agency must get associated with the specialized agency, if any requirement for the waterproofing works.

2. The agency must submit the declaration as per Format 6.17 on completion of work.

Water Proofing Treatment: The contractor shall associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment for basement/lower ground floor, underground tank and on roofs. Guarantee in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of ten years from the date after the maintenance period prescribed in the contract, which shall be counter signed by the contractor as token of overall responsibility. In addition, 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done. However, half of this retained amount will be released after five years, if the performance of the work done is found satisfactory. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor. This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 10 years is produced and deposited with the department by the contractor (see Form 6.17).

Additional terms and conditions for water proofing treatment

S.No	Roofing and water proofing
	The following shall NOT be measured separately and shall be deemed to be included in the rates quoted.
1	Preparation of surface for laying of insulation and Waterproofing treatment as required by the specialist Contractors. The surface should be cleared of all loose mortar, dust and waste by hacking and cleaning with wire brush.
2	All cutting, dressing, trimming and waste including cutting to required shapes.
3	Work in narrow widths, to required profiles and at all locations as shown.
4	Work at all heights and depths.
5	Testing of treated areas in approved manner for performance of the treatment.
6	Treating all openings and around all pipes or such, passing through.
7	All protection to the water-proofing surfaces to prevent damage by other trades.
8	The treatment shall carry a guarantee of 10 years, which shall be given by the water - proofing specialist contractor and counter-signed by the main contractor. The main contractor shall be fully responsible for the performance of the water-proofing treatment.
9	Minor modifications in the contract specifications of the treatment, may be accepted according to the method of the treatment of the respective water-proofing specialist contractor.

9.24 Special Conditions (CIVIL)

1. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol. I & II” with upto date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge. The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed :
 - (a) Description of Schedule of Quantities
 - (b) Particular Specifications and Special Conditions, if any.
 - (c) Drawings
 - (d) CPWD Specifications.
 - (e) Indian Standard Specifications of B.I.S.
 - (f) Manufacturers’ specifications & as decided by Engineer-in-charge.
2. “In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement”.

The works to be governed by this contract shall cover delivery and transportation upto destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.
3. The works to be undertaken by the contractor shall interalia include the following:
 - (a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
 - (b) Obtaining of Statutory permissions where-ever applicable and required.
 - (c) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
 - (d) Warranty obligation for the equipments and/or fittings/fixtures supplied by the contractor.
4. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.

5. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
6. Equipments like concrete pumps excavators/Transit mixers etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
7. Contractor shall provide permanent benchmarks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
8. The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
9. The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
10. Results of sub-surface investigations conducted at site are indicated in extracts of the report attached. This information about the soil and sub-soil water conditions is being made available to the Contractor, in good faith, for guidance only and the Contractor is advised to obtain details directly as may be considered necessary by him before quoting rates in the tender. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that may be actually encountered at the time of execution of the work and those given in these tender documents, in-accuracy or interpretation thereof shall be entertained from the Contractor under any circumstances. The ground water table is a variable condition and the information given in the report is only indicative and it may vary from time to time.
11. Royalty at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
12. No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
13. The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and

coordinated manner and shall perform it in proper sequence.

14. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
15. All ancillary and incidental facilities required for execution of work like stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
16. No tools and plants including any special T&P etc. shall be supplied by the Institute and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account. The Contractor shall be allowed to use the facilities available at site & arranged by the associate Contractors and other agencies working at site for smooth execution of the work. The Contractor shall be
 - (a) Allow to use of scaffolding already erected, toilets, sheds etc.
 - (b) Properly co-ordinate their work with the work of other Contractors.
 - (c) Provide control lines and benchmarks to his associate-Contractors and the other Contractors.

- (d) Provide electricity and water at mutually agreed rates.
 - (e) Provide hoist and crane facilities for lifting material at mutually agreed rates.
 - (f) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
 - (g) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
 - (h) Resolve the disputes with other Contractor amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator. The contractor shall indemnify the Department against any claim(s) arising out of such disputes.
17. On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings of the completed work to the Engineer-in-Charge. These drawings shall have the following information:
 - (a) Run off of all piping and their diameters including soil, waste pipes and vertical stacks.
 - (b) Ground and invert level of all drainage pipes together with locations of all manholes and connections, upto out fall.
 - (c) Run off of all water supply lines with diameters, location of control valves, access panels etc.
 18. In case the contractor fails to supply "as-built drawing" aforesaid within 30 days of the date of completion, then the recovery @ Rs. 10,000/- for each such set of drawings shall be made from the contractor's final bill.
 19. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machineries and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
 20. In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
 21. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
 22. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
 23. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the Institute, if any. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.

24. Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.
25. Temporary Electric connection shall be issued as per request and the cost of electric and water charges shall be recovered as per rule
26. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
27. The contractor shall provide at his own cost suitable weighing surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment's shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
28. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
29. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department, if any.
30. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
31. The rate of items of flooring is inclusive of providing sunk flooring at bath rooms kitchen etc. and nothing extra on these accounts is admissible.
32. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
33. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
34. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
35. Being an individual work contract no other tax is payable other than GST.
36. The quoted rates shall be for all surfaces including the plan brick work faced with recessed, raised or struck pointing, no extra claim on this account shall be considered.
37. No over loaded trucks of the construction material (coarse sand, stone grit and stone ballast) are allowed to enter in the residential area. The contractor has to make arrangement to get collected the construction material at store or at appropriate place near the work site and from that place the material may be carried through the tractor & trolley only.
38. All required protocol for Covid-19 or otherwise issued by the Gov. of India time to time shall have to be followed by the contractor at the site, the contractors are advised to quote

the rates accordingly.

39. The defect liability shall be for Three years from the actual date of completion of the work.

9.25 Sample of Materials

1. All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge(s) which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge(s). Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per List of Preferred Makes as for approval of Engineer-in-Charge(s). For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge(s).
2. If any material, even though approved by Engineer-in-Charge(s) is found defective or not conforming to specifications shall be replaced / removed by the contractor at his/her own risk & cost.
3. BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done. BIS marked items (except cement & steel for which separate provisions have been made in para 4.0) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge(s). The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS.
4. For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge(s).

9.26 Quality Assurance/ Testing of Materials

1. All incidental expenditure on security, construction of cement godown, access roads, arrangement of water, electricity etc. to be incurred by the agency for arranging, installing and operation of Batch Mix Plant shall be deemed to have been included in his/her quoted rates and no claim whatsoever will be tenable on this account.
2. With each Running Bill, the details of test carried out shall be submitted by the contractor as per Performa refer at particular specification.
3. Samples of materials required for testing shall be provided free of charge by the contractor. The cost of tests to be carried out on Steel in approved labs shall be borne by the contractor.
4. The following additional tests must be conducted at random locations (up to 10th joints) for ensuring the quality of welded connections: (1) dye penetration tests, (2) ultrasonic tests. The cost of these tests must be borne by the contractor.

5. The cost of other than steel tests to be carried out in approved labs shall be borne by the contractor /Institute in the manner indicated as follows:
 - (a) By the contractor, if the results show that the material does not conform to relevant specifications.
 - (b) By the Institute, if the results show that the material conforms to relevant specifications. All other expenditure required to be incurred for taking samples; conveyance, packing etc. shall be borne by the contractor himself.
 - (c) All the test at construction site shall be carried out by the Engineering Staff deployed by the contractor which shall be 100% witnessed by Engineer-in-Charge(s).
 - (d) All the entries in the registers will be made by the designated Engineering staff of the contractor and same should be regularly reviewed by Engineer-in-Charge(s).
 - (e) Contractor shall be responsible for safe custody of all the test registers.
 - (f) Submission of copy of all Test Registers, Material at Site Register along with each alternate Running Account Bill and Final Bill shall be mandatory. These registers should be duly checked by Engineer-in-Charge(s),
 - (g) Extensive testing of the materials used for construction is a pre-requisite for attaining high quality of the work. This shall also require specialized tests, physical, chemical, ultrasonic, xray and various other types of tests which cannot possibly be carried out in a site laboratory. These tests also require specialized personnel who regularly deal in such testing. Therefore, the need arises for carrying out the tests in laboratories. These laboratories may be in the Govt. sector, Semi Govt. or Private sector. The Institute encourages to do the tests at IIT Kanpur laboratories. Instead of Institute laboratories, if outside laboratories are chosen by the contractor, an approval must be obtained from the Engineer-in-Charge(s). The past record and reputation of the laboratory must invariably be given due consideration. The infrastructure in these laboratories can also be inspected before they are short listed. However, testing of material in any Govt. Lab / Public Undertaking Lab/ IIT or NIT Lab/ Govt. Engineering College may be allowed by the Institute provided these labs have all necessary facility to carry out the required tests.
 - (h) The contractor shall be required to submit separate design mixes of concrete for each type of grade with and without using plasticizers, separately for machine batched mix concrete & RMC. In order to save time, the contractor may seek the help of the Institute for technical support in arriving at the mix design. The decision of the Engineer-in-Charge to specify the design mix of concrete based on above shall be final.
6. However, if any ultrasonic pulse velocity/load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.
7. In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
8. Special attention shall be paid towards line and level of internal and external plastering, exposed smooth surface of RCC members by providing fresh shuttering plates, sealing shuttering joints, accurate joinery work in wooden doors and windows, thinnest joints in

stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by impounding layer of plaster of Paris, water tight pipe linings, absence of hollow vertical joints in brick masonry, proper compaction of filled up earth etc. to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

9. Earthwork: All types of excavation work shall be done in accordance with CPWD specifications. Any trenching and digging for laying sewer lines / water lines /cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time. The excavation through the mechanical means shall only be taken after conforming that there are no power cables in that area proposed for excavation.
10. Setting Out: The Contractor shall be responsible for accurately setting out the Works to the specified positions, dimensions, levels, and building lines and also checking the site survey for dimensional and level accuracy and reporting any discrepancies to the Institute before any commences. Any errors in position, level, dimension or alignment of any part of the Works afterwards shall be rectified by the Contractor at his own expense. The Contractor shall provide the Engineer with all facilities, equipment and labour to enable him to check the setting out and levels of the Works at all times. All setting out points, benchmarks, site rails, pegs and other survey points shall be clearly marked and protected from damage or disturbance during the execution of the Works as per CPWD Specifications.

9.27 E&M Works

1. In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:
 - (a) Schedule of quantities
 - (b) Technical specifications of the NIT
 - (c) Approved Drawing (If any)
 - (d) CPWD General specification Part – I (Internal) 2014, BIS Codes amended up to date, practices
 - (e) CPWD General Specifications for Electrical Works–Part-II(External), 2014 amended up to date.
 - (f) Relevant IS or other international code in case IS code is not available.
 - (g) Indian Electricity Act 2003 and Indian Electricity Rules 1956 amended up to date.
 - (h) Local Fire Regulations applicable at the place of installation. Relevant and applicable foreign standards and specifications amended up to date.
 - (i) Any other relevant act or rules and local by-laws.
2. contractor will identify one of the supervisors for taking care of implementation of Safety systems.
3. Smoking is strictly prohibited at workplace.

4. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
5. 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.
6. No one is allowed to work without adequate foot protection.
7. 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-coordinator insists eye protection has to be provided.
8. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job. .
9. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
10. Adequate illumination at workplace shall be ensured before starting the job at night.
11. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
12. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
13. 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.
14. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
15. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
16. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
17. A tools and tackles inspection register must be maintained and updated regularly.
18. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
19. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
20. No children shall be allowed to enter the workplace.
21. All the lifting tools and tackles shall be stored properly when not in use.
22. Clamps shall be used on Return cables to ensure proper earthling for welding works.
23. Return cables shall be used for earthling.
24. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
25. Proper eye washing facilities shall be made in areas where chemicals are handled.
26. Connectors and hose clamps are used for making welding hose connections.

27. All underground cables for supplying construction power shall be routed using conduit pipes.
28. Spill trays shall be used to contain the oil spills while transferring / storing them.
29. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
30. All the E&M works shall be carried out as per direction and to the satisfaction of the Engineer-in-charge.
31. If the specifications for any item or its component are not available in the CPWD specifications cited above, relevant BIS specification as amended up to date shall be followed, whether or not the specific reference of a particular BIS specification has been made in this specification/ tender document.
32. Wherever any reference to any Indian Standard specification occurs in the document relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof, if any, up to the date of opening of tenders.
33. All materials should conform to relevant BIS specifications wherever the same exists in absence of stipulation in this tender document.
34. Where manufacturers furnish specific instructions / recommendations relating to the materials used in this job and/or their installation, covering points not specifically mentioned in these documents, these instructions shall be followed in all cases and shall be deemed to be included in the schedule of work whether they have been specifically mentioned or not.
35. All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.
36. All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3-part coarse sand) The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original. All such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet, using water spray machine (hand/motor operated) and avoid unnecessary flooding of the area.
37. The structural and architectural drawings shall at all times be properly co-related before executing any work.
38. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2022 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the electronic measurement books and in the bill forms.
39. The following drawings must be submitted to Office of Infrastructure and Planning seven days of award of work.

- (a) G.A and schematic drawings of MV switchgear/distribution /conduit layout/wiring drawing, Fire Alarm panel showing material and size of sheet steel/bus bars / inter connections and make and ratings of switchgear i/c details of protection, metering, indicating and inter lock etc.
 - (b) Conduit layout for lights, fans, socket outlets, telephone outlets, network & fire alarm system and sub mains showing size of conduits, no. of wires and size of wires in each run, location and size of accessories like junction boxes, ceiling boxes for hooks, draw boxes and switch boxed etc.
 - (c) Cable routing drawings showing details of size, type and no. of cables and mode of installation.
40. On completion of works and before issuance of completion certificate, the contractor submit completion drawings in the form of three complete set of originals (reproducible).
- (a) As built GA and schematic drawings of MV panels, distributions boards, wiring, cable laying with sizes, earthing details, fire alarm panels, etc. showing material and size of sheet steel/bus bars/ connections and make and rating of switchgear i/c details of protection, meter indicating and interlocks etc.
 - (b) Technical literature, test certificates and operation and maintenance manuals required
41. Works Inspection and Testing of Equipment: Prior to dispatch of equipment the Institute reserves the right to inspect the same at the manufacturer's works and the contractor shall provide and secure every reasonable access and facility at the manufacturers works for inspection, for witness of all acceptance and routine tests as per relevant Indian Standards. Contractor shall give a reasonable notice of about 15 days for the purpose of test, and witness of all major equipment's.
42. Pre-commissioning test: All routine tests shall be carried out on the electrical equipment. Protective & measuring devices should be checked for calibration of MCCB's/MCB's, panel & cable meggering , earthing measurements etc.

9.28 Additional Conditions of Contract Specific to Green Building Practices

The contractor shall strictly adhere to the following conditions as part of his/her contractual obligations:

1. Site

- (a) The contractor shall ensure that adequate measures are taken for the prevention of erosion of the topsoil during the construction phase.
- (b) The Contractor should follow the construction plan as proposed by the Architect /Engineer-in-Charge(s) to minimize the site disturbance such as soil pollution due to spilling
- (c) No excavated earth shall be removed from the campus unless suggested otherwise by Engineer-in-Charge(s). All subsoil shall be reused in backfilling/landscape, etc. as per the instructions of the Engineer-in-Charge(s).
- (d) The contractor shall not change the natural gradient of the ground unless specifically instructed by the Engineer-in-Charge(s). This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, etc. Existing drainage

patterns through or into any preservation area shall not be modified unless specifically directed by the Engineer-in-charge(s).

- (e) The contractor shall not carry out any work which results in the blockage of natural drainage.
 - (f) The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the Engineer-in-charge(s).
 - (g) Overloading of trucks is unlawful and creates the erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.
2. Construction Phase and Worker Facilities The contractor shall specify and limit construction activity in pre-planned/designated areas and shall start construction work after securing the approval for the same from the Engineer-in-Charge(s). This shall include areas of construction, storage of materials, and material and personnel movement.
3. Preserve and Protect Landscape during Construction
- (a) The contractor shall ensure that construction activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.
 - (b) The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.
 - (c) Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) approved by Engineer-in-Charge(s).
 - (d) The contractor shall ensure that maintenance activities during construction period shall be performed as needed to ensure that the vegetation remains healthy.
4. The contractor shall provide potable water for all workers.
5. The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.
6. The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr. Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does

not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers.

7. The contractor shall ensure that no construction leachate (e.g. cement slurry etc.), is allowed to percolate into the ground.
8. Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.
9. The contractor shall comply with the safety procedures, norms and guidelines (as applicable).
10. The contractor shall ensure the following activities for construction workers safety, among other measures:
 - (a) Guarding all parts of dangerous machinery.
 - (b) Precautionary signs for working on machinery
 - (c) Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
 - (d) Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
11. The storage of material shall be as per standard good practices to the satisfaction of the Engineer-in-Charge(s). Watch and ward of the Contractor's materials shall be his/her own responsibility.
12. The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction
13. Where possible, the contractor shall select materials / vendors, harvested and manufactured regionally, within a 800-km radius of the project site.
14. The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.
15. Contractor shall make efforts to reduce the quantity of indoor air contaminants that are odorous or potentially irritating harmful to the comfort and well-being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers are low.
16. Water Use during Construction Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water poundings on all sunken slabs using cement and sand mortar.
17. The contractor shall provide O & M Manuals wherever applicable.
18. Materials & Fixtures for the Project
 - (a) Contractor will produce wherever feasible certificate regarding distance of the source of the relevant material.

- (b) Unless otherwise stated cement used at site for mortar, plaster, building blocks, etc. shall be PPC (Portland Pozzolana Cement). The PPC must meet the requirements of IS 1489 (Part I) as regards to fly ash content in cement.
- (c) The contractor shall ensure that all paints, polishes, adhesives and sealants used both internally and externally, on any surface, shall be Low VOC products. The contractor shall get prior approval from the Engineer-in-Charge(s) before the application of any such material.
- (d) The contractor shall ensure that all composite wood products/agro-fiber products used for cabinetwork, etc do not contain any added urea formaldehyde resin.

19. Resources Consumed during Construction

- (a) The contractor shall ensure that the water and electricity is not wasted during construction. The Engineer-in-Charge(s) can bring to the attention any such wastage and the contractor will have to ensure that such bad practices are corrected.
- (b) The contractor shall ensure that all run-off water from the site, during construction is collected and reused to the maximum.

20. Equipment

- (a) To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the Engineer-in-Charge(s).
- (b) Generally, the lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels.