INDEX

Name of Work:

Annual operation contract of Microscope Building AC plant (2x25 TR) & PAC plant (2x12 TR) including AHUs low side HVAC and BMS system and New Core lab building VRF AC plant (262 HP) $3^{\rm rd}$ floor.

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NIT amounting to Rs. 16,85,296/- is approved.

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

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

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

NIT No. 06/AC/2020/93 Dated: 03.07.2020

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

refrigeration work:-

	eration work					1	
SI.	Name of work	Estimated	Earnest	Period of	Last date & time of	Period during	Time & date of
No	and location	cost put to	Money	_		which EMD,	
		tender	(In Rs.)	Compl	submission	Cost of Tender	opening
		(In Rs.)		etion	of tender	Document, e-	of tender
				(in		Tender	
				Month)		Processing Fee	
						and other	
						Documents be	
						submitted	
1	Annual	16,85,296/-	33706/-	12	Upto 3.30	After last date	At 3:30 PM
'		10,03,290/-	33700/-	Months	PM on	and time of	on
	operation			MOTHE	17.07.2020	sub-mission of	21.07.2020
	contract of				17.07.2020	tender and upto	21.07.2020
	Microscope					3:30 PM on	
	Building AC					20.07.2020	
	plant (2x25 TR)					20.07.2020	
	& PAC plant						
	(2x12 TR)						
	including AHUs						
	low side HVAC						
	and BMS system						
	and New Core						
	lab building						
	VRF AC plant						
	$(262 HP) 3^{rd}$						
	floor.						

The E-tender documents is available on www.tenderwizard.com/IIT

Executive Engineer

Copy to:

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

Information and e-Tendering for Contractors

- 1. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- 2. Information and Instructions for tenderer posted on website shall form part of tender document.
- The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/IIT or www.iitk.ac.in free of cost.
- 4. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.
- 5. The intending tenderer has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date.
 - The amount of EMD can be paid by multiple Demand Draft / Pay Order / Banker's Cheque / Deposit at call receipt / Fixed Deposit Receipts along with multiple Bank Guarantee of any Scheduled Bank if EMD is also acceptable in the form of Bank Guarantee.
- 6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 7. The intending tenderer must have valid class-III digital signature to submit the tender.
- 8. On opening date, the contractor can login and see the tender opening process. After opening of tenders he will receive the competitor tender sheets.
- 9. Contractor can upload documents in the form of JPG format and PDF format.
- 10. 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 tenderer, rate of such item shall be treated as "0" (ZERO).

List of Documents to be scanned and uploaded within the period of tender submission:

- Copy of Registration with the Department if any or specialized agencies.
- Required experience / completion certificates of similar nature of works. The works certificates submitted by the bidder clearly indicate that:
 - 1. The completion certificate cost of the air-conditioning & refrigeration works
 - 2. Actual date of completion of the air-conditioning work.
- Copy of EPF & ESI No.
- Details of turn over during the last three years.
- Copy of bank solvency certificate
- \bullet E.M.D.
- Copy of GST Registration

FORM -6 FOR e-Tendering

The Executive Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online item rate tenders for the following works from eligible Air conditioning contractors: "Annual operation contract of Microscope Building AC plant (2x25 TR) & PAC plant (2x12 TR) including AHUs low side HVAC and BMS system and New Core lab building VRF AC plant (262 HP) 3rd floor..."

The work is estimated to cost Rs. 16,85,296/- This estimate, however, is given merely as a rough guide.

1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2. Criteria of eligibility

- Copy of Registration with the Department if any or specialized agencies of airconditioning & refrigeration works.
- The Tenderer should have completed satisfactorily at least *3 similar works each of value 40% of the estimated cost or *2 similar works of 60% of the estimated cost or *1 similar work of 80% of estimated cost during the last 7(seven) years. (at least one work of them should be in Central Govt. /Central Autonomous bodies/ Central PSU/State PSU /State Govt.). Similar work means "Annual Operation of central chilled water based ac plants, Precision air-conditioning plants and associated BMS system & VRF AC plant.". The details of average annual financial turnover on air-conditioning works should be at least 100% of the estimated cost during the last 3 consecutive financial years, list of works completed of the requisite magnitude along with the attested copies of certificates of satisfactory completion".
- Having ESI & EPF registration No. of government authorities.
- Having a bank solvency certificate not less of 40% of estimated cost.
- Having GST registration.
- 3. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.iitk.ac.in Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 4. The time allowed for carrying out the work will be 12 **Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 5. The site for the work is available.*
- 6. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of can website www.tenderwizard.com/IIT. seen on www.iitk.ac.in https://eprocure.gov.in/cppp/latestactivetenders other or documents also can be seen in the office of the EE, IWD Electrical and Air conditioning Division, IIT, Kanpur between hours of 3:00 PM to 3:00 PM from 07.07.2020 to 17.07.2020 free of cost.

- 7. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
- 8. While submitting the revised tender, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
- 9. When tenders are invited in three stage system and if it is desired to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
- 10. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Director, IIT, Kanpur** along with Bank Guarantee of any Scheduled Bank wherever applicable.

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

(i) e-Tender Processing Fee – Rs. 1989/- (including GST) drawn in favour of "ITI Limited" payable at Delhi through e-payment

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

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

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Superintending Engineer after last date & time of submission of tender and up to 03:30 PM on 20.07.2020. The documents submitted shall be opened at 4.00 PM on 20.07.2020.

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

The tender submitted shall be opened at 03:30 PM on 21.07.2020.

- 11. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:
 - (i) The tenderers is found ineligible.
 - (ii) The tenderers does not upload all the documents as stipulated in the tender document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
- 12. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ` 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any

scheduled bank (in case guarantee amount is less than `1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

- 13. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining at his own cost all materials, tools, & plants, water, electricity access, facilities for workers, and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.
- 14. The competent authority on behalf of the Board of Governors, IIT, Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
- 15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 16. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
- 17. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 19. The tender for the works shall remain open for acceptance for a period of **ninety** (90) days from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
- 20. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
- 20.1.1 The tender document will include following three components:

Part A:-

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/modified up to 17.07.2020.

Part B:-

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

Part C:-

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

- 20.1.2 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually.
- 20.1.3 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
- 20.1.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 20.1.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.
- 21. The EPF & ESI contribution paid to the contract workers shall be reimbursed on actual basis.

Executive Engineer

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

(A) Tender for the work of:

Annual operation contract of Microscope Building AC plant (2x25 TR) & PAC plant (2x12 TR) including AHUs low side HVAC and BMS system and New Core lab building VRF AC plant (262 HP) 3rd floor.

TENDER

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

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

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

A sum of Rs. 33,706/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank quarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

		**
Dated	**	Signature of contractor Postal Address **
Witness:	**	
Address:	**	
Occupation:	**	

ACCEPTANCE

The above tender (as	modified by you as provided in the letters mentioned hereunder) is
accepted by me for an	d on behalf of the Board of Governors, IIT, Kanpur for a sum of
Rs	(Rupees
)
The letters referred to be	elow shall form part of this contract Agreement:-
a)	
b)	
c)	
· -	
	For & on behalf of the Board of Governors, IIT, Kanpur
	Signature
Dated	Designation

Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities:

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

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

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per	Place of issue		
		day			
1	2	3	4		
NIL					

SCHEDULE 'D'

Extra schedule for specific requirements/document for As attached in tender form. the work, if any:

SCHEDULE 'E'

Schedule of component of other Materials, Labour, POL etc. for price escalation: N.A.

SCHEDULE 'F'

Reference to General Conditions of contract.

Neierlefice to General Conditions of Contract.				
Name of Work:	Annual operation contract of Microscope Building AC			
	plant (2x25 TR) & PAC plant (2x12 TR) including			
	AHUs low side HVAC and BMS system and New Core			
	lab building VRF AC plant (262 HP) 3 rd floor.			
Estimated cost of the work:	Air-conditioning Items of 168			
	Work			
Earnest money	33706/-			
Performance Guarantee	5% of the tendered value of the work			
Security Deposit	2.5% of the tendered value of the work			
General rules and direction :				

Definitions:

2(v) Engineer-in-Charge

For Air-conditioning & Executive Engineer,

IIT, Kanpur

2(vi) Accepting Authority Superintending Engineer,

Institute Works Department

IIT, Kanpur

2(vii) Percentage on cost of materials and labour

to cover all overheads and profits

10%

2(viii) Standard Schedule of Rates:

Electrical Items of Work: D.S.R. 2018 with up to date correction slips

2(ix) Department: Central Public Works Department

2(x) Standard CPWD contract Form: GCC 2020, CPWD form-7 as modified &

corrected up to **17.07.2020** (Whether correction vide latest circulars are incorporated or not in this document).

Clause 1 i) Time allowed for submission of

Performance Guarantee from 15 Days

the date of issue of letter of

acceptance

ii) Maximum allowable extension 7 Days

beyond the period as provided

in i) above

Clause 2 Authority for fixing Compensation Superintending Engineer,

under Clause 2

Institute Works
Department
IIT, Kanpur.

Or successor thereof

Clause 2 A Whether Clause 2A shall be No

applicable

Clause 5 i) Number of days from the date 22 Days

of issue of letter of acceptance for reckoning date of start

ii) Time allowed for execution of 12 Months

work

Authority to Extension of time Superintending Engineer,

decide Institute Works Department

IIT, Kanpur

Clause 6/ 6A Only clause 6 applicable.

Clause 7 Gross work to be done together with net

payment/Adjustment of advances for material

being eligible to interim payment

collected, if any, since the last such payment for Not applicable

Clause 10A Material to be provided by the contractor. Applicable

Clause 10B Whether clause 10-B (ii) and 10-B (iii) shall be

Not Applicable

(ii), (iii) applicable.

Clause 10 C Component of labour expressed as percentage of value of work

Clause 10 CA Materials Nearest material(other than Base price of all covered under cement, reinforcement bars the materials

and structural steel) for which covered under All India Whole sale price Index clause 10 CA

is to be followed.

1. Cement (PPC) Nil NIL 2. Steel Nil Nil

Clause 10 CC Increase/Decrease in Price of materials/wages Not Applicable

Clause 11 Specification to be followed for execution of work:

For electrical CPWD specifications 2014 internal and 2014 external electrical works

For Air conditioning

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

Refrigeration item of works

Clause 12

12.2 & 12.3

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

work

this clause.

Clause 16 Competent Authority for Deciding reduced rates:

For electrical/civil/Airconditioning& refrigeration items of work

Superintending Engineer, Institute Works Department IIT, Kanpur

Clause 18 List of mandatory machinery.

tools & plants to be deployed by the contractor at site.

Ladders, Multimeter, drill machine, crimping tools, spanner set, blower, Gas Charging line with equipment, welding torch etc

Clause 36 (i) Requirement of technical

Representative(s)

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

SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work:

Annual operation contract of Microscope Building AC plant (2x25 TR)

& PAC plant (2x12 TR) including AHUs low side HVAC and BMS system and New Core lab building VRF AC plant (262 HP) 3rd floor..

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

QUALITY ASSURANCE OF THE WORK

Sampling of Materials:

- 1. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- 2. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- 3. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

SPECIAL CONDITION FOR SAFETY AT THE WORK SITE

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

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

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

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

(Vinay Kumar Tiwari) Executive Engineer

Special Terms & Conditions

- 1. The contractor shall have to work under the overall control of the engineer –in –Charge and close liaison with the Junior Engineer.
- 2. The scope of works includes following:-
 - Annual operation of the AC plant (2x 25 TR capacity) with AHU's, PAC plant (2x12 TR capacity) & BMS system & VRF AC plant of the building round the clock 24 x7 hrs in 3 shifts.
 - Annual operation of low side equipment's chilled water pumps, condenser water pumps, cooling tower, charging softening water plant, air handling units, BMS system, upkeep of chillers and PAC units & associated controls.
 - The contractor will provide manpower support during the maintenance of high side equipment's by original equipment manufacturers.
 - The contractor shall provide the monthly log book in the format as advised by the Engineer In Charge.
 - The contractor shall provide proper dress, safety shoes, helmets, safety belts and other safety tools & plants under the contract within 1st month of the start of contract.
 - The contractor has to deploy atleast 6(Six) no. operators(semi-skilled) & 1(one) no. operator (Un-skilled), 1 (one) no. in each shift compulsorily. The system will be in operation round the clock (24x7 hrs.) throughout the year. The contractor shall have to deploy 1 no. technical supervisor in general shift on all days(except Sunday and holidays). The technical supervisor will supervise the operators, ac plant, AHU's & PAC units, VRF AC plant. He will report to the concerned JE/AE.
- 3. The operation will be in 3 shifts. The contractor shall make all efforts to ensure that at least 1 (one) no. operator in each shift has to be deployed for operation of AC Plant, PAC & BMS system, VRF AC plant round the clock. However, the contractor has to operate the system as required by IIT Kanpur. The actual date of start of operation shall be reckoned after deputation of operator for operation of the system. The bidder may visit the site before quoting.
- 4. The contractor shall submit the bill along with the proof of having paid due wages to all the workman in the presence of the JE or his authorized representative, who will sign the wages register to certify the payment in minimum wages office.
- 5. The employees of the contractor shall carry personal identity cards (Mentioned EPF/ESI No.) issued by the contractor, while on duty. In addition to this the contractor shall furnish from time to time a complete list of employees, along with passport size photographs and their residential address to the security officer under intimation to Engineer in charge of the institute.
- 6. The contractor shall be responsible for the proper behavior of the staff employed on the work and shall exercise a proper degree of control over them. In particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing/action in any way detrimental or prejudicial to the interests of the community or of the institute of all consequent claims or actions for damages or injury

- whatsoever. The decision of institute upon any matter arising under this clause shall be final binding on the contractor.
- 7. The payment against operation contract during the contract period of one year shall be made against monthly running bills equivalent to 1/12 of the accepted amount.
- 8. Payment, due to the contractor, under contract shall be made by the institute by account payee cheque under acknowledgement. The contractor shall present the bill duly pre receipted on proper revenue stamp. All efforts shall be made by the institute to make the payment within 10 working days.
- 9. No person below the age of 18 (Eighteen) years shall be employed on the work. Similarly no women staff shall be employed since the duty involves working in odd hrs.
- 10. The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central) Kanpur from time to time.
- 11. If the prescribed minimum wages are revised by the Labour Commissioner (Central), the contractor shall revise the wages of the workers accordingly. The difference in minimum wages, with respect to the wages applicable in the month of April 2020 +7.5% shall be reimbursed to the contractor in addition to the contract amount.
- 12. The contractor shall, at their own expense, company with all labour laws and keep the institute indemnified in respect thereof.
- 13. The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour act 1976, within a reasonable time.
- 14. The contractor shall be solely responsible as regards to payment of wages/ salary, service conditions and terms & conditions of employment. In this connection he shall maintain requite records and comply with all laws/ enactment's, rules, 'regulations and orders applicable to the contractor's employees in general and in particular laws/ enactment's rules & regulations & orders dealing with employment of contract labour, payment of minimum wages, fire safety regulations, security arrangements and such others rules & regulations as may be applicable at present or made applicable here after.
- 15. Drinking liquor within the institute campus is strictly prohibited. Violation of this rule by the employees of the contractor shall render them liable for prosecution as per law and automatically disqualify them for deployment on the work.
- 16. The institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the contactor, save and except an accident or injury resulting from any act or default of the institute. The contractor shall indemnify and keep indemnified the institute against all such damage and compensation whatsoever in respect of or in relation there to.
- 17. The contractor's staff not be treated as institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of the statutory provisions of relevant labour laws applicable from time to time, in carrying out the service contract. The institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from payment due to the contractor.

- 18. The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment's viz minimum wages Act payment of wages Act, industrial dispute Act, contract labour (Regulation & Abolition) act and all other labour & Industrial enactment's at their own risk and cost in respect of all staff employed by them. The institute shall be indemnified for any action brought against it for any violation/ non compliance of any of the provisions of any of the act etc. The contractor shall maintain all record required to be maintained under the statutory enhancements. The controlling officer shall be entitled to inspect all such records at any time.
- 19. The workers shall report to contractor and register their daily attendance and same the attendance copy submitted to Junior Engineer.
- 20. The Value of work shall be inclusive of the wages of the workers & Supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract except.
 - a. The difference in minimum wages applicable to the labour are revised by Govt. of India, subsequent to the date of submission of tender shall be paid by the contractor to the labour and reimbursed by the Institute on production of claim. Profit shall be paid on this claim.
 - b. The contribution of EPF & ESI by the contractor shall be reimbursed on actual basis and production of the receipt of deposit of the same in office of competent authorities Administrative expenses deposited by the contractor shall not be reimbursed.
- 21. The Contractor shall issue safety shoes, helmet and dress etc. other safety items as to be required for safety of workers employed by them.
- 22. Any other piece of work not specifically mentioned above but essential for the normal operation is also covered in the scope of work.
- Rates: The work shall be treated as on works contract basis and the rates tendered shall be for complete item of work and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contactor, watch and ward of all materials at the site, labour related expenses as per relevant labour laws, testing of materials/samples etc. excluding Goods & Service tax (GST)

24. Taxes & Duties:

Being an indivisible works contract, no other tax is payable other than GST. The GST shall be as applicable to IIT Kanpur as per Government rules.

The payment against operation during the contract period of one year shall be made against monthly running bills equivalents to 1/12 of the accepted amount for AOC.

Additional Conditions for Safety at the Work Site

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

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

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

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

(Signature of Contractor)

Executive Engineer