

Name of work

**Annual repair and maintenance Contract for Zones 1,  
2, 3, 4 and 11 of IIT Kanpur**

*BID DOCUMENT*



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

# Indian Institute of Technology Kanpur

## Contents

	Page
<b>1 Notice Inviting e-Tenders</b>	<b>1</b>
<b>2 Information and Instructions for Bidders for E-Tendering</b>	<b>2</b>
2.1 Schedule . . . . .	2
2.2 Instructions for Online BID Submission . . . . .	8
2.2.1 Registration . . . . .	8
2.2.2 Searching for tender documents . . . . .	9
2.2.3 Preparation of bids . . . . .	9
2.2.4 Submission of bids . . . . .	9
2.2.5 Assistance to bidders . . . . .	10
2.2.6 General instruction to bidders . . . . .	10
2.3 <a href="#">List of documents to be scanned and uploaded within the period of bid submission</a>	12
2.3.1 Envelope - 1: Technical Bid . . . . .	12
2.3.2 Envelope - 2: Financial Bid . . . . .	12
<b>3 Eligibility Criteria</b>	<b>13</b>
3.1 Eligibility criteria for contractors . . . . .	13
3.2 Eligibility conditions for associated agency for execution of internal electrical maintenance works . . . . .	14
<b>4 Bid Evaluation and Award</b>	<b>15</b>
4.1 Technical Bid Evaluation . . . . .	15
4.2 Financial Bid Evaluation . . . . .	16
<b>5 Integrity Pacts</b>	<b>17</b>
5.1 Article 1: Commitment of the Principal / Owner . . . . .	19
5.2 Article 2: Commitment of the Bidder (s) / Contractor(s) . . . . .	20
5.3 Article 3: Consequences of Breach . . . . .	21
5.4 Article 4: Previous Transgression . . . . .	22
5.5 Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors . . . . .	22
5.6 Article 6: Duration of the Pact . . . . .	22
5.7 Article 7: Other Provisions . . . . .	22
5.8 Article 8: LEGAL AND PRIOR RIGHTS . . . . .	23
<b>6 Various Forms and Formats</b>	<b>24</b>
6.1 Declaration in lieu of submitting Earnest Money Deposit . . . . .	24
6.2 Format for submission of processing fees . . . . .	25
6.3 Undertaking regarding obtaining GST registration . . . . .	26
6.4 Affidavit for not being blacklisted/debarred/restrained . . . . .	27
6.5 Financial Information . . . . .	28

6.6	<b>Willingness Certificate</b>	29
6.7	Banker's Certificate from a scheduled Bank	30
6.8	Performance report on work executed	31
6.9	Structure and Organization of the Agency	32
6.10	Declaration on Details of the Bidders	33
6.11	Details of Similar Nature of Works Completed	35
6.12	Declaration About Site Inspection	36
6.13	Letter of Transmittal	37
6.14	CPWD-8	38
<b>7</b>	<b>Scope of work</b>	<b>41</b>
7.1	Periodic Maintenance	41
7.2	On-demand/Routine Maintenance	42
7.3	Specialized services	43
<b>8</b>	<b>Required Attributes for Manpower</b>	<b>44</b>
<b>9</b>	<b>Conditions of Service Level Agreement</b>	<b>45</b>
9.1	<b>Timely completion and Penalty for Complaints</b>	45
9.2	Performing periodic maintenance works	46
9.3	<b>Machinery and Tools</b>	46
9.4	<b>Materials</b>	46
9.5	<b>Receiving instructions</b>	47
9.6	<b>Manpower Deployment</b>	47
9.7	<b>Code of conduct for Personnel</b>	49
9.8	<b>Deduction of Penalties</b>	50
9.9	<b>Performance evaluation</b>	50
9.10	Change of Scope and Termination of Contract	51
9.11	Rates	51
9.12	TERMS OF PAYMENTS	52
9.13	Bill	53
9.14	Quality and Workmanship	54
9.15	Stocking and Disposal of Materials & Debris	55
9.16	Painting	56
9.17	Safety and Security	56
9.18	Water and Flooding	57
9.19	Responsibility of the Institute	57
9.20	Natural calamity	57
9.21	Nondisclosure Agreement	57
9.22	Acts and Laws	58
9.23	Labour and Laws	58
9.24	<b>Indemnification:</b>	59
9.25	<b>Force Majeure:</b>	59
9.26	DISPUTE RESOLUTION	60
9.27	Arbitration	60
9.28	Jurisdiction of Courts	61
9.29	<b>Special Conditions (CIVIL) as Applicable</b>	61
9.30	<b>Special Conditions (E&amp;M Works) as Applicable</b>	64

9.31 Preferred Makes for Civil Works . . . . . 65  
9.32 Preferred Makes for Internal Electrical Installation Works . . . . . 72

*It is certified that this document contains 77 pages starting with Page No. i*  
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 **bids from enlisted contractors in CPWD in building category and the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.**

NIT No: [AMC/16/05/2023-1](#)

1	Name of Work	: <b>Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur</b>
1	Estimated Cost exclusive of GST	: <b>Rs. 3,06,95,139/-</b>
3	Earnest Money Deposit (Rs.)	: EMD Declaration to be submitted in lieu of EMD as per Annexure-2
4	Duration of contract	: <b>One (01) year (and extendable yearly up to a period of two more years based on performance)</b>
5	Last Time & date of submission of bids (Up to)	: As per CPP portal data ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
6	Opening of bids	: As per CPP portal data
7	Time allowed for submission of requisite documents by lowest bidder	: Within <b>One week</b> 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 **bids from enlisted contractors in CPWD in building category and the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.**

### 2.1 Schedule

<b>1</b>	Name of Organization	:	Indian Institute of Technology Kanpur
<b>2</b>	NIT No:	:	<a href="#">AMC/16/05/2023-1</a>
<b>3</b>	Location	:	Indian Institute of Technology Kanpur
<b>4</b>	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
<b>5</b>	Tender / Quotation category (services / goods / works)	:	Services
<b>6</b>	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Services
<b>7</b>	Form of contract (IITK-7/8)	:	IITK-8
<b>8</b>	Work Category (civil / electrical / fleet management / computer systems, etc.,)	:	Maintenance
<b>9</b>	Is multi-currency allowed?	:	No
<b>10</b>	Date of publishing / issue / start	:	As per CPP portal
<b>11</b>	Document download start date	:	As per CPP portal
<b>12</b>	Document download end date	:	As per CPP portal
<b>13</b>	Date & time of pre-bid meeting	:	As per CPP portal
<b>14</b>	Venue of pre-bid meeting	:	As per CPP portal
<b>15</b>	Last date & time of uploading of bids	:	As per CPP portal
<b>16</b>	Date & time of opening of Technical bids	:	As per CPP portal
<b>17</b>	Bid Validity Days	:	<a href="#">90 days after opening of financial bid</a>
<b>18</b>	Earnest Money Deposit (EMD)	:	<a href="#">EMD Declaration to be submitted in lieu of EMD as per FORM given in section 6.1</a>

<b>19</b>	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 given in section 6.2
<b>20</b>	No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
<b>21</b>	Address for communication	: Office of Infrastructure and Planning, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016
<b>22</b>	e-mail address	: <a href="mailto:tender_doip@iitk.ac.in">tender_doip@iitk.ac.in</a>

The selected agency will have to enter into a Service Level Agreement (SLA) as well as an Integrity Pact with the Institute.

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

IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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](http://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/she 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 service.
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, Infrastructure and Planning and the successful bidder after acceptance of the tender
14. The rates for all items of service, 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, cess, duties, levies, **Contractor's Profit etc., but exclusive of EPF, ESI and GST**, required for execution of the service.
15. **The bill must be submitted showing the base amount and GST separately as per the standard practice of IIT Kanpur.**
16. **The tenderer must associate with himself, agencies of the appropriate eligibility to tender for each of specialized nature of items / work /service listed in the scope of the service and mentioned in the special conditions of contract. Such service shall be executed only through associated agencies specialized in these fields. The tenderer whose tender is accepted shall indicate the name(s) of his/her associated specialized agencies those fulfilling the eligibility criteria during the submission of tender. If the tenderer, himself/herself fulfills the eligibility criteria for associated specialized agencies, then the tenderer shall not require to associate with himself the associated specialized agency.**
17. The enlistment of the contractors, if mandatory, 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.
18. The description of the work is as follows: "**Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur**"
19. The estimated cost is **Rs. 3,06,95,139/-**. However, this estimate given is mere approximation for guide.
20. Agreement shall be drawn with the successful bidders on prescribed **Form No. CPWD 7/8 (as applicable)** which is available as a Govt. of India Publication and also available on



website [www.cpwd.gov.in](http://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.

21. The time allowed for carrying out the entire work will be **One (01) year (and extendable yearly up to a period of two more years based on performance)** from the first date of handing over of the assigned site/zone and in accordance with Conditions of Contract in the bid document.
22. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed, as applicable, 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](http://www.eprocure.gov.in) free of cost.
23. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
24. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
25. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
26. 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**.
27. **Copy of Enlistment Order and other documents as specified in the bid, as applicable, shall be scanned and uploaded to the e-tendering website within the period of bid submission.**
28. The bid submitted shall be opened at as per the details provided in the CPP portal at Office of Infrastructure and Planning. The date of opening of Financial Bid shall be informed through web site after the opening of financial bid
29. **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.
30. The contractor whose bid is accepted will be required to furnish performance guarantee of **5% of tendered value** within the specified period. 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.
31. **The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also**

be required to be extended by the Agency accordingly and validity should be valid up to the extendable period.

32. In case the contractor fails to deposit the said performance guarantee within the specified period 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.
33. 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.
34. The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
35. 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, if any, and local conditions and other factors having a bearing on the execution of the work.
36. Submission of a bid by the bidder also 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.
37. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur) to the work as approved by the competent authority and various policies related to C & D waste and other environmental guidelines of the institute pertaining to the. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
38. The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation.
39. The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the interpretation by Institute in respect to fall matters shall be final and binding.
40. The Agency shall not Sub-contract, Sub-let, transfer or assign the contractor any other part thereof. In the event of the agency contravening this condition, Institute shall be entitled to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.
41. Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified.
42. No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is

applicable in this NIT/ Contract.

43. Necessary clarifications required by the Institute shall have to be furnished by the tenderer within the given time frame. The tenderer will have to depute his representative to discuss with the officer(s) of the Institute as and when so desired. In case, a tenderer is taking undue long time in furnishing the desired clarifications, his/her bid will be rejected without making any reference.
44. The Institute reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.
45. 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.
46. 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.
47. 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.
48. 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 take special approval from Dean, Infrastructure and Planning for persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Office of Infrastructure and Planning/ Institute Works Department for elimination of any conflict of interest. Any breach of this condition by the contractor would render him liable to be removed as a working contractor of the Institute.
49. 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.
50. 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
51. [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.](#)

52. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
53. 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.
54. Running bill may be generated once every month. All bills must be submitted in Office of Infrastructure and Planning.
55. 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.
56. 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
57. 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.
58. Any communication related to contract must be submitted to Office of Infrastructure and Planning for further processing

## **2.2 Instructions for Online BID Submission**

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

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

### **2.2.1 Registration**

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

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 6.7](#)
9. Performance report of works executed [as per 6.8](#)
10. Structure and Organization of the Agency [as per 6.9](#)
11. Declaration on Details of the Bidder(s) [as per 6.10](#)
12. Details of Similar Nature of Works Completed [as per 6.11](#)
13. Scanned copy of “A” class Electrical License
14. Declaration about Site Inspection [as per 6.12](#)
15. **Optional:** Enlistment Order of the Contractor in appropriate class and category issued by CPWD or others.
16. Letter of Transmittal [as per 6.13](#)

### **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. **Joint ventures are not accepted.**

##### Eligible Bidders

Eligible bidders should satisfy the following criteria:

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

Average annual financial turnover of Construction/Maintenance works should be at least 100% 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 2022](#), duly audited and certified by the Chartered Accountant.

Solvency Certificate- 40% of the estimated cost put to tender

2. **Office:**

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

3. **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 [31.03.2022](#).

**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.

4. **Definition of similar work:** Similar type of work means “[Repair and Maintenance of Civil and Electrical works for residential/office/laboratories/other 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 [01-04-2015](#)).

5. **Manpower:** Bidder should have had more than [100](#) people on their rolls on a daily basis, continuously for last three years.

6. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.

7. **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.

### **3.2 Eligibility conditions for associated agency for execution of internal electrical maintenance 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 electrical component by the Institute in the work order.

## 4 Bid Evaluation and Award

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

### 4.1 Technical Bid Evaluation

- Technical bids received complete in all respects covering the entire scope of work, will 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.	<b>Completion certificate for Similar works within the span of last <a href="#">seven years</a></b>	:	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.	<b>Average turn over in crore of the organization in last <a href="#">three financial years</a></b>	:	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.	<b>Performance Report</b>	:	Max Marks = 15
(a)	Outstanding	:	15 Marks
(b)	Very good	:	12 Marks
(c)	Good/Satisfactory	:	10 Marks
(d)	Poor	:	5 Marks
4.	<b>Manpower deployment capacity</b>	:	Max Marks = 10
(a)	Manpower strength more than 200%	:	10 Marks
(b)	Manpower strength more than 150%	:	8 Marks
(c)	Manpower strength more than 100%	:	5 Marks

5. **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 = 30

---

(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, coordination with associated agencies and the expertise financially and technically to do the work, needs to be incorporated. : 30 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 70% technical weightage and financial bid shall be 30% 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 63 marks.**
- Bidder with lowest financial bid: 100 Marks. Financial weightage is 30%. **For example: The financial weightage of the bidder with lowest financial bid will be 30 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: [AMC/16/05/2023-1](#) for the work of “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”

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 “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”.

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 of .....20.....

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/06/02/2023-1 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”

“Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur” 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: - “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”.

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	:	AMC/16/05/2023-1
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).

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

.....  
Signature of Chartered Accountant with Seal

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



## 6.6 Willingness Certificate

### Willingness Certificate

**Name of Work:** Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur

I hereby give my willingness to work as associated contractor for the above-mentioned work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the designated Engineer-in-charge(s). Also, I will employ full time technically qualified manpower for the works. I will attend inspection of officers of the department as and when required.

**Date:**

**Signature of Contractor**

## 6.7 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.

## 6.8 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 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	All annexures submitted as desired	:	
	In the bid (Form A to form E) & Annexure 1 to Annexure 3	:	
20	Integrity Pact	:	
21	Undertaking regarding 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

## 6.11 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

## 6.12 Declaration About Site Inspection

### Declaration about Site Inspection

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”.

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site/zone and its surrounding and satisfy myself / ourselves as to the nature of the ground, sub-soil (so far as is practicable) and the surrounding before submitting the bid (which may require consideration of 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)



### 6.13 Letter of Transmittal

To

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

Name of Work: **Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur**

Dear Sir/Madam

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We also authorize the 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

## 6.14 CPWD-8

### CPWD-8

#### ITEM RATE TENDER & CONTRACT FOR SERVICE

Tender for the “Annual repair and maintenance Contract for Zones 1, 2, 3, 4 and 11 of IIT Kanpur”

1. To be uploaded as per details uploaded in CPP portal at [www.eprocure.gov](http://www.eprocure.gov)
2. To be opened in the presence of tenderers, who may be present at the time of opening in Office of Infrastructure and Planning, IIT Kanpur.
3. The pre-qualification/Technical bid shall be opened first on due date and time as mentioned in CPP portal. 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 MAINTENANCE WORKS) 2019, 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 service.

I/We hereby tender for the execution of the service specified for the Board of Governors within the time specified.

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. Further, if I/We fail to commence service 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 service 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.

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 Planningshall 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

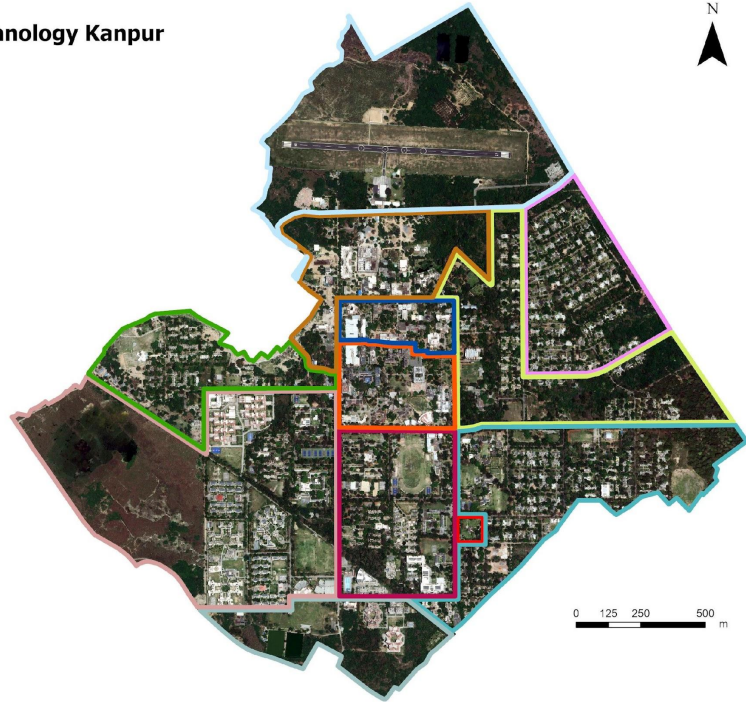
Address:

Occupation:

# Indian Institute of Technology Kanpur

## Zones

- Director's Residence
- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6
- Zone 7
- Zone 8
- Zone 9
- Zone 10
- Zone 11



Data source: Esri, Maxar, HERE, Garmin, METI/NASA, USGS, GeoEye, Earthstar Geographics, CNES/Airbus DS, OpenStreetMap contributors.

Figure 1: IIT Kanpur Campus map showing all Zones

## 7 Scope of work

The scope of the work are classified under three broad categories: (i) Periodic Maintenance, (ii) On-demand Maintenance, (iii) Specialized services. The details of work items are as follows:

### 7.1 Periodic Maintenance

All periodic/preventive maintenance services listed in the CPWD Maintenance Manual 2019 are part of the scope of contract. A register of buildings must be prepared, and an Annual Building Survey and Program of Repairs must be submitted for all buildings/infrastructure, which fall in the Zone of work. The final responsibility of submitting the survey/detailed reports is the duty of the [Facility Engineer cum Manager](#) of the respective areas. The following mandatory jobs must be done.

1. [Cleaning](#):
  - (a) The following areas of a building/structure must be cleaned: Inlet of rainwater pipes, khurra, chajja/sunshade top, outlet of rainwater pipes, plinth protection and drains.
  - (b) Except roof with staircase access in single story houses, all roof tops should be cleaned.
  - (c) Cleaning should be done to remove malwa/leaves/vegetation and make sure that the water logging does not happen in all building/facilities (as applicable) of the area under the scope.
  - (d) Cleaning should be done three times in a year (May, September, January).
  - (e) The detailed and verifiable report of cleaning must be submitted within one month of completion of the job to Office of Infrastructure and Planning.
2. [Cleaning of Fans/Hoods/Exhausts](#):
  - (a) Fans/Hoods in all academic buildings, hostels and common facilities must be cleaned.
  - (b) Fans/Hoods should be cleaned twice in a year (February, October) to remove dirt/dust from all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope.
  - (c) The detailed and verifiable report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.
3. Conducting a survey of door/window (including garage) functionality issues twice in a year (May, October) for all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope. The detailed and verifiable survey report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.
4. Conducting a survey of functionality issues of inlet water and outlets for bathroom/kichen/sinks twice in a year (May, October) for all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope. The detailed and verifiable survey report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.
5. Conducting a survey for seepage related issues once in a year (October) for all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope. The issues like Cracks on gola and top of parapet, cleanliness and waterproofing of mumty roof, leakage from terrace tanks, damage of water proofing due to installation of various services on roof

like Dish antenna, solar panels, etc or weed/vegetation must be surveyed. The detailed and verifiable survey report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.

6. Conducting a survey for painting related issues once in a year (October) for all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope. The detailed and verifiable survey report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.
7. A survey of Cracks on grit plaster, spalling of concrete, cladding stone coming out of substrate etc., leakages/seepages, rusting of GI pipes and fittings showing seepage, shafts for the leakage/seepage, sagging false ceiling, termite affected areas and wooden members must be conducted once in a year (October) and a detailed and verifiable report must be submitted within one month of completion of the job to Office of Infrastructure and Planning
8. Conducting a survey for all electrical points/sockets/fans related issues once in a year (October) for all residential/ office/ laboratories/ facilities (as applicable) of the area under the scope. The detailed and verifiable survey report must be submitted within one month of completion of the job to Office of Infrastructure and Planning.

**Failure to perform the aforementioned jobs shall: (i) attract penalty up to Rs. 10,000/ per instance and (ii) adverse work performance report.**

## **7.2 On-demand/Routine Maintenance**

On-demand/Routine maintenance complaints/requests include general civil/electrical repair/rectification/maintenance. Such complaints/requests shall be raised through electronic as well as paper-based documents. If requests are received through telephone, the same shall be documented in the standard complaint format for further processing. The work shall include the following operations:

1. The work shall be carried out on all days, excluding Sundays and gazette holidays.
2. All (100%) complaints should be attended within one (01) hour, if received after 9AM and before 6PM. The complaints received after 6PM shall be attended by 10AM next working day. Similarly, the complaints received before 9AM shall be attended by 10AM of the same day. The complaints received on Sundays and gazette holidays shall be attended by 10AM on next working day.
3. The **Facility Engineer cum Manager** shall manage the enquiry and receive the complaints from the complainants and decide further actions.
4. Docket shall be prepared for each complaint in prescribed proforma.
5. Each complaint must be allocated to respective skilled workers along with the required helpers. If requires, **Facility Engineer cum Manager** shall visit the site to precisely understand the scope of the work.
6. The worker shall carry the docket while entering the premises of the complaints.
7. **Each complaints must be resolved within 4 hours of receiving the complaints.**
8. If a complaint turns out to be of major and not in the scope of this contract, the issue must be notified to **Office of Infrastructure Planning and EIC(s)** by the **Facility Engineer cum**

**Manager** for further action within 2 hours of receiving the complaints. Such information can be send through email and complaint Apps.

9. The responsibility of **Facility Engineer cum Manager** includes supervision of the repair work and liaison with the complaint so as to ensure timely completion, good quality work and user satisfaction.
10. The **Facility Engineer cum Manager** must ensure that all required materials for attending routine complaints for a period of 1 (one) month at a time have been procured a-priori. Material procurement issue should no way delay the resolution of complaints.
11. The **Office of Infrastructure Planning** shall take reports of materials periodically in a prescribed proforma so as to ensure that the routine repair work is not held up for want of materials.
12. For verification of material purchase, the contractor shall keep the cash bills/vouchers and shall supply those when requested by **Office of Infrastructure Planning**.
13. The agency shall keep the materials in safe custody under lock and key and personally ensure that the inventory is properly accounted for. The Institute will not be liable for such custody of materials.
14. The **Facility Engineer cum Manager** shall ensure that the acknowledgement of the complainant on the docket is obtained along with pictures (before repair and after repair) in order to authenticate the materials consumed and the complaint attended satisfactory. These documents and pictures shall be submitted along with daily work progress report.
15. The recovered/replaced item/materials should be deposited/handed over based on the Institute policy under the instruction of **Office of Infrastructure Planning through EIC(s)**.
16. The complaint shall be attended on first come first serve basis.
17. The agency shall maintain up to date the complaint register, record of dockets, indent book and all other such records as may be required by the Institute.
18. The **Office of Infrastructure Planning through EIC(s)** shall have the right to assign any other duty or work at any other building, if so required under contingent circumstances.
19. A record of daily complaints received / attended on a register shall have to be maintained by the agency and a copy of such documents must be submitted on a daily basis on the first hour of next working day to the Office of Infrastructure and Planning.

### **7.3 Specialized services**

For specialized services, a number of multi-skilled workers to be deputed as per instructions of Dean, Infrastructure and Planning as mentioned in the manpower requirements.

## 8 Required Attributes for Manpower

1. The required minimum qualification and experience for Facility Engineer cum Managers are as follows:
  - (a) A Facility Engineer cum Manager of grade 1 shall have a diploma in engineering with at least 15 years of relevant work experience.
  - (b) A Facility Engineer cum Manager of grade 2 must have a diploma in engineering with at least 8 years of relevant work experience.
  - (c) A Facility Engineer cum Manager of grade 3 must have a diploma in engineering with at least 5 years of relevant work experience.
2. A Supervisor shall have an excellent managerial abilities on top of being a skilled worker as described next. A supervisor must be able to supervise the work of other skilled workers.
3. A skilled worker (e.g., mason, plumber, glazer) shall have already have specialized abilities and must possess a comprehensive knowledge in the domain. Such worker should be capable of working efficiently of exercising considerable independent and judgement. A working experience of at least 10 years in the relevant field with acquired ability or possessing ITI certificate in allied area with 2 years of experience can be considered for a skilled worker.
4. A multi-skilled worker must be a skilled worker and must have skills in more than one aspect such as (technical fields, experience in maintaining diary despatch log, good liaison capacity with all departments, maintaining computer database, experience in various office, laboratory, and sundry works).



## 9 Conditions of Service Level Agreement

### 9.1 Timely completion and Penalty for Complaints

1. The tenderer should inspect and examine the site and its surroundings before submitting his tender.
2. The contractor shall procure the required materials in advance so that there is sufficient time for checking/testing of the materials before use in the work, as required.
3. All complaints must be started simultaneously and has to be delivered together or early within the given time frame provided in the scope of the work.
4. A robust system for lodging and redressing of all complaints should be maintained as detailed in Special conditions should be used for resolution of complaints.
5. The agency must also create and deploy an Immediate Response Strategy for all types of emergencies within IIT Campus.
6. 100% complaint to be attended.
7. Maintenance of records daily log of manpower, equipment deployed, consumable used should be maintained. Logs should be accessible to Institute officers. Failure to do so may result in delay in payments and adverse performance report.
8. The Agency/ Firm shall give the services on all days (from Monday to Saturday) of the month including gazette holidays i.e., round the period of contract as work specified in NIT. There will be no separate payment for National Holidays, e.g., Republic Day, Independence Day and Gandhi Jayanti, and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm.
9. The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to staff of the Institute. Fault / Observation record there on shall be attended to immediately.
10. The agency will resolve the complaints within 2 hour of receipt of complaint. A penalty of Rs 1000/- will be imposed per pending complaint beyond 24 hours of registration in institute complaint management apps.
11. Penalties will be tracked through complaint management system and will be communicated to the agency.
12. If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Competent Authority of the Institute on any part of the said campus, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the Competent Authority and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Competent Authority shall be final and binding of the Agency/ Firm.
13. The contractor shall be held responsible if there is usually high quantum of wastage of materials. The Institute shall determine the legitimate wastage and recover the cost of excess wastage if deemed necessary.

## 9.2 Performing periodic maintenance works

1. The agency must perform periodic maintenance work as per the scope of the work and keep, photographs and log for all such activities.
2. In case it is found that periodic maintenance is not carried out on a timely basis, penalty shall be imposed.
3. Failure to perform periodic maintenance work will attract a penalty of Rs. 10,000/- per job per instance imposed shall be deductible from payments due to the contractor.

## 9.3 Machinery and Tools

1. The contractor has to make own arrangement of machines, T & P, tool kits with proper working conditions in all times at the designated maintenance office(s).
2. **The suggestive list of T & P to be provided to Skilled Workers (Plumber / Carpenter / Mason / Glazier / Painter/ Welder) are as follows:**
  - (a) Portable welding Machines-
  - (b) Drill Machine - HILTI / BOSCH or Equivalent
  - (c) Glass Cutter
  - (d) Tile cutting Machine- BOSCH Make or Equivalent
  - (e) Power Hammer
  - (f) Tool Kit for Mason / Plumber/ Glazier/ Carpenter for each worker one tool kit set.
  - (g) Trolley Rikshaw manual driven
  - (h) All safety gadgets ISI marked only are required to be provided to all workers.
3. All tools and equipment should be functional and in good working condition at all times
4. Only documentary evidence will be acceptable for conditions and functionality of equipment.
5. No assistance of any kind shall be made available by Institute for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
6. The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority in writing. The register indicating machines numbers etc. For identification will be prepared on the day of start of work and will be open for inspection by. Competent Authority through SE, IWD.
7. If any machine /equipment is found to be non-functional and as a result, the work gets delayed, an additional penalty of Rs. 5000/- per 24 Hours will be levied.

## 9.4 Materials

1. Minimum stock of approved spares/chemicals/consumables should be maintained at all times.
2. Only approved brands should be stocked and used.
3. Only documentary evidence will be acceptable for quality and quantity of materials.

4. Any violation of in terms of quality and brand will attract an additional penalty of Rs. 500/- per instance.
5. If any material is not mentioned in tender document, but required at site for O&M work, shall be brought by Agency as per requirement after getting prior permission of purchase from the competent authority.
6. The Institute shall not be responsible for any loss of material used by the Agency at site.

#### **9.5 Receiving instructions**

1. All activities come under control of the Dean, Infrastructure and Planning through the Engineer-in-Charge(s) (EIC(s)). The contractors have to take the daily instructions, as required from the EIC(s).
2. The Dean, Infrastructure and Planning through the EIC(s) shall be authorized to give instructions to the Supervisor of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender.
3. The working generally shall be carried out in accordance with the scope and as per directions of the Dean, Infrastructure and Planning through the EIC(s).
4. The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.

#### **9.6 Manpower Deployment**

1. The contractor shall engage only experienced and skilled artisan to execute good quality work.
2. The Supervisor shall report to EICs on all working days and work as per his instructions and guidance
3. All staff to employ by the Agency/ Firm will be deployed in consultation with the Competent Authority through EIC(s) or his representative before their deployment for security clearance etc.
4. The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to Competent Authority through EIC(s).
5. **The list of manpower along with their (i) bio-data in the prescribed format (to be provided along with LOA of the contract) and (ii) security clearance (format to be provided along with LOA of the contract) must be submitted to the Office of Infrastructure and Planning for final verifications and acceptance of documents during 07 (seven) days of the commencement of work by the agency. For new workers to be hired, such documentations are mandatory before hand.**
6. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
7. Manpower as per agreed deployment should be available at all times as per direction of the Dean, Infrastructure and Planning through the EIC(s).
8. Personal grooming should be as per acceptable standards

9. The employees of Agency/ Firm shall be of good character and of health and shall not be below age 18 years and no worker will be allowed to stay in the Institute campus.
10. The Agency/ Firm will provide Name Address, Telephone No. & Photographs of its employees along with address proof, posted at IIT Kanpur to the Office of Infrastructure and Planning for records.
11. The Agency/ Firm will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Firm. Agency/Firm shall Maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
12. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm/Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Officer.
13. For claiming of EPF and ESI, 100% attendance should be marked in Biometric attendance machines to be arranged by the Contractor at selected locations of the campus (preferably in AMC offices). Attendance must be marked twice daily, once to mark arrival to office and the other to mark departure for the day. Attendance records showing the details should be emailed to the Office of Infrastructure and Planning on a daily basis. Registration to the system for each worker can only be done after the approval of security clearance and acceptance of documents in Office of Infrastructure and Planning.
14. The fortnightly training of the workers is mandatory and same shall be conducted by the agency. The duly signed sheet by the workers shall have to be submitted to the Office of Infrastructure and Planning within two (02) working days of completion of training.
15. Daily log of deployment of manpower for different jobs used should be maintained by the **Facility Engineer cum Manager** with countersign of EIC(s). Such manpower deployment should be submitted to the Office of Infrastructure and Planning on weekly basis.
16. The Agency shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Institute shall own no liability and obligation in this regard.
17. The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract.
18. The Agency/Firms shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

19. That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor shall the Agency/ Firm workers have right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Firm and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
20. None of the employees of the Agency/ Firm shall enter into any kind of private work at the different campuses of the Institute during working hrs.
21. Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the EIC(s).
22. Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/Firm or its deployed staff from the Institute for such items.
23. That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute.
24. The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract and a copy to be submitted to the Office of Infrastructure and Planning.
25. The employees of Agency/ Firm shall be bound to perform the assigned jobs by IIT Kanpur even though the same may not have been included in the Schedule of Services.
26. The worker should report for duty for 8-hours day excluding lunch break. The workers shall be allowed lunch break of 30 minutes a day.

### **9.7 Code of conduct for Personnel**

The Agency shall strictly observe that its personnel:

1. Are always neatly dressed in uniforms.
2. Are punctual and arrive at least 15 minutes before start of duty time.
3. Take charge of duties properly and thoroughly and be vigilant all the time.
4. Perform their duties with honesty and sincerity.
5. Read and understand their post and site instructions and follow the same.
6. Extend respect to all including students, officers and staff of the Institute.
7. Shall not drink on duty or come drunk and report for duty.

8. Will not gossip while on duty.
9. Must not be found sleeping while on duty.
10. Will immediately report if any untoward incident/misconduct occurs, to the control room of the Agency and Institute security.
11. Get themselves checked by security personnel whenever they go outside the Institute campus.
12. In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty, which the party of the first part may deem fit.
13. IIT Kanpur is a 'No SMOKING ZONE' The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus. Any violation will be treated as per existing rules of IIT Kanpur.
14. The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.
15. Institute has a policy against sexual harassment and is committed to providing an environment free from sexual harassment of women at the workplace. Contractor shall have to abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.
16. The EIC(s) / Supervisor shall ensure that the site of work is left clean and free of debris after the completion of work. Any complaint on his account from the user shall be viewed seriously.

### **9.8 Deduction of Penalties**

1. The penalties imposed shall be submitted along with the monthly bill.
2. Total penalties imposed in a month shall be deducted from the monthly payments due to the contractor.
3. In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through EIC(s).

### **9.9 Performance evaluation**

The performance of the agency will be evaluated on the basis of

1. Feedback of students/staff/faculty/guests with respect to level of day to day maintenance in the campus at all times etc.
2. Time taken to respond and resolve the complaints etc.

3. Efficiency of the complaint redressal system etc.
4. Rating given by an internal committee to assess the performance based on predefined parameters.
5. Number of complaints received during the period of evaluations.
6. Amount of penalty levied on the agency.

### **9.10 Change of Scope and Termination of Contract**

1. Institute reserves the right to immediately step in and to carry out a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the Agency without resorting to the formalities of issuing notices, etc., for rescinding the contract and the Agency would have no claim for compensation in such cases.
2. The Institute can increase and decrease the scope of the contract, and also depending on change in functioning of Institute facilities with prior notice of 30 days. The increase/decrease in the scope of the contract would accordingly affect the billing on pro-rata basis.
3. The contract can be terminated at any time by giving notice in writing on account of any of the following reasons:-
  - (a) On account unsatisfactory performance
  - (b) Breach of contract clauses
  - (c) Persistently neglect to carry out his obligations under the contract
4. When the Agency/Firm has made himself liable for action under any of the cases aforesaid, the Dean, Infrastructure and Planning on behalf of BOG, IIT Kanpur shall determine the contract as aforesaid (of which termination notice in writing to the Agency/ Firm under the hand of the Competent Authority shall be conclusive evidence) upon such determination, the Security Deposit & PBG shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Kanpur. In the event of above courses being adopted by the Institute, the Agency/ Firm shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.

### **9.11 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 and nothing extra shall be payable to him on this account.
2. All infrastructure facilities (including upcoming, planned and future) within the zone(s) of the contract as shown in Figure 1 and mentioned in the name of the work are included in the scope of the work. All complaints shall be attended in these facilities.
3. 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.
4. 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.

5. 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 scope of the work provided to him at his own expenses. Nothing shall be paid on this account.
6. 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.
7. 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.
8. 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.
9. [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.](#)
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, safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc., as applicable, until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

## **9.12 TERMS OF PAYMENTS**

Monthly Account Payment shall be processed only after submission of document of payment of wages to the workers and submission of contribution receipts of EPF & ESI of workers as applicable. Bidder should note that necessary documents (PAN card, Cancelled cheque, GST Reg. proof and RTGS mandate form as per prescribed proforma of IIT Kanpur) be submitted as soon as the work is awarded to them. Separate Contractor's Code shall be generated in IIT Kanpur if the bidder is a new contractor to IIT Kanpur ('Code' is perpetual in nature). Payment shall be processed after submission of Invoice and necessary documents / certificates (as mentioned in the NIT). [There is a prevailing practice of pre-audit of bills at IIT Kanpur before releasing payment. Bidder shall have to comply all necessary documents as outlined in the Contract as to be desired by the Auditor and or by the accountant. It may take one month in the whole process \(from submission / acceptance of bill in CMB by the contractor up to processing by Accounts section\) to release payment subject to quick compliance of all submittals](#)



by the contractor. Applicable Taxes shall be got deducted from the bill as per prevailing orders of the Government. 'GST part of the bill' shall be released after submission of proof of payment of GST, i.e., B2Bchallan, etc. by the contractor.

### 9.13 Bill

1. The Agency shall submit relevant documents for monthly bill as listed below:
  - (a) List of employees with daily log sheet of manpower engaged by the agency during the month.
  - (b) The proof of wages paid. The Agency shall ensure that wages are paid in full to all the employees with all the benefits such as ESIC and EPF. Daily wages to be paid to the workers shall not be less than the Minimum Daily Wages notified / fixed by Labour Department of Central Govt. from time to time under any circumstances. The payment should be made through RTGS a record of that should be kept in a Register which may be examined by the Institute at any time.
  - (c) The Agency/Firm shall make payments to his employees with details on pay slips Which should be given to his employees at the time of payment and copy of the pay slip to be submitted to IIT Kanpur every month for records.
  - (d) Copies of authenticated documents of payments of such contributions to EPFO/ESIC & attendance of all workers as per biometric machines.
  - (e) A Separate challan must be submitted for the payments of ESI & EPF of its employees deployed only at the Institute for the specific work agreement.
  - (f) The Agency shall also prepare a register indicating all payments/dues in respect of all the employees and submit a copy along with the monthly bill.
  - (g) The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
  - (h) Monthly data showing complaints received, complaints resolved, average duration to resolve each complaint, materials used, periodic maintenance done, along with other documentary evidences.
  - (i) For raising the bill for materials used, complaint details along with pre and post repair images are to be attached with the bill.
  - (j) For raising the bill for replacement tool/equipment, the old tool/equipment must be submitted to the institute and documentary evidences to be submitted along with the bill.
2. The Agency shall submit to Institute monthly bills by or before the 7th day of following month with all supporting documents.
3. All taxes and levies as per Central/State laws and rules will be deducted/payable from/on the gross amount of the bill during the contract period.
4. Minimum wages rates shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to the Government notification so as to enable the Agency to meet the statutory obligation. Necessary proofs of such actual payment made As a result of Govt. notification of the previous month shall be submitted by the Agency

to the Office of Infrastructure and Planning through EIC(s) by the following month, failing which the bill be kept pending.

5. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
6. EPF & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed.
7. The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of work of the campus from the Competent Authority through EIC(s).
8. Agency/ Firms will apply to the Labour Commissioner for obtaining a Labour License as applicable and nothing extra shall be paid, to Agency by IIT Kanpur. Agency/ Firms will submit a copy of license to Competent Authority through EIC(s).
9. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk and cost of the Agency/ Firms.

#### **9.14 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 [structures/facilities/laboratories/offices](#) are Institute properties and quality of work is of paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T & P and other equipment to execute the work.
4. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be approved from the EIC(s), well in advance of actual execution and shall be preserved till the completion of the work.
5. All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice. All the materials proposed to be used in the work should be approved from Engineer in Charge before use in work.
6. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS/ISI mark for the particular material. Any material/fitting whose sample has not 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.

7. 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.
8. 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 EIC(s).
9. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the EIC(s) 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.
10. All equipment and their components, and all the materials to be used in the work shall be suitable for the environmental conditions at the location of the work.
11. No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises.
12. The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules.
13. The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute.

#### **9.15 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. The Agency shall transport the garbage/malba/waste only to the locations specified by the Institute and shall not stack garbage/ building material/malba elsewhere of the Institute land or road or on the land owned by any other. Non-compliance will attract severe penalty.
3. 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.
4. 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.
5. 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 EIC(s) 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.

6. 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.
7. Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.

### **9.16 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 bring 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.

### **9.17 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. If required, the 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 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.

6. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
7. The Institute shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipment by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.
8. [The Agency/ Firm shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.](#)

### **9.18 Water and Flooding**

1. 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.
2. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
3. 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.

### **9.19 Responsibility of the Institute**

Once the contract is awarded, the Institute will provide the following to the agency:

1. Space (as available) for setting up of a control room/and storage for consumable/equipment
2. Internal EPABX line to be used as a helpline for all telephonic communications

### **9.20 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.

### **9.21 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.

## **9.22 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 Agency shall comply with all orders and directions of the local bodies or Municipality, issued in accordance with law, and abide by their rules and regulations and pay all fees and charges, which they may be liable to pay.
3. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
4. 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.
5. 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.
6. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.
7. Agency/Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Firm, and it shall not involve the Institute in anyway whatsoever.
8. In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
9. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute. Agency shall hold valid labour license during the contract period.

## **9.23 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 the AMC 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.
3. The Agency awarded the work shall comply with all applicable laws, Ordinance, Rules & Regulations prescribed in Contract Lab or (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI Act, 1948, Payment of Wages Act, 1936 Workmen Compensation Act, 1923, Employees liability Act 1978, Industrial Dispute Act 1947, Maturity benefit Act 196, Shops and Establishment Act and all other applicable labour laws in respect of this contract and shall pay at its own cost all charges and levies and deposits in connection there with and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employee Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, amended from time to time and rules framed here under and other labour laws affecting contract labour that may be brought in to force from time to time.
4. The Agency shall take, at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the aforementioned services to be rendered to Institute and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall not be canceled till the Competent Authority through Engineer-in-Charge permits and agrees to it. The Agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act/law which the Agency is bound to follow.

#### **9.24 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.

#### **9.25 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.

## **9.26 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.

## **9.27 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.

## **9.28 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.

## **9.29 Special Conditions (CIVIL) as Applicable**

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. 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 up to 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.
3. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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 EIC(s). 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.
10. 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.
11. 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 EIC(s) till the same are fixed in position by him and nothing extra shall be paid on this account.
12. 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.

13. 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.
14. 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.
15. Temporary Electric connection shall be issued as per request and the cost of electric and water charges shall be recovered as per rule
16. 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.
17. 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.
18. 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.
19. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department, if any.
20. 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.
21. 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.
22. 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.
23. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
24. 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.

25. 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.

### **9.30 Special Conditions (E&M Works) as Applicable**

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. All the E&M works shall be carried out as per direction and to the satisfaction of the EIC(s).
3. 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.
4. 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.
5. All materials should conform to relevant BIS specifications wherever the same exists in absence of stipulation in this tender document.
6. 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.
7. All chase cuttings in the wall, for recessed conduits and 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 and chisel.
8. 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.

### 9.31 Preferred Makes for Civil Works

Accepted 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	Cement (PPC/OPC)	ACC, Ultratech, Vikram, Shree Cement, Abuja, JK Cement, Century Cement, Jaypee Cement & Prism Cement.
2	White Cement	Birla White, J.K. White.
3	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, BASF, Perma, Ardex Endura, JK White & Ferrous Crete.
4	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
5	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.
6	Plywood / Veneer	Greenply, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors
7	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich
8	Clear / Float/Frosted/Toughen Glass/ Refractive Glass	Saint Gobain, AIS & Modiguard
9	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
10	Cement Based wall putty	Asian Paints, Birla Wall Care, JK White & Berger
11	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper & Dulux ICI: Maxilite
12	1st quality acrylic distemper (washable/ ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Commando or equivalent paints of Nerolac & ICI-Dulux

13	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior Emulsion Paint), Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover
14	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1
15	Premium acrylic emulsion paints (Interior)	Asian Paints: (Royale Luxury Emulsion), Nerolac: Impression, Berger: Silk & ICI Dulux: Velvet Touch
16	Cement Primer	Nerolac, Berger (BP white), STP Ltd., Asian (Decoprime WT) & ICI (White primer).
17	Wood primer	Asian Paints (wood primer - White/Pink), Berger, ICI & Nerolac
18	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai & Akzo Nobel
19	Fire paint	Asian Paints, STP Ltd., Akzo Nobel, PROMAT & JOTUN
20	GI/MS Pipe	Tata, Jindal (Hisar) & Prakash Surya
21	GI Fittings	Unik, AVR & Zoloto
22	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
23	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA, Kapilansh & Kesoram
24	UPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
25	SW Pipes (BIS approved)	Anand, Parry & Perfect
26	CP brass fittings (Superior Range)	Jaquar, Grohe & Roka.
27	CP brass fittings (Normal Range)	ESSCO (by Jaquar), Parryware, CERA, Kerovit (Kajaria), Johnson & Prayag Polymers Pvt. Ltd.
28	Sanitary ware, fittings & accessories	Kerovit (Kajaria), CERA, Jaquar, Parryware, Hindware & Prayag Polymers Pvt. Ltd.
29	Mirror glass	Atul, Modi Guard & Golden Fish
30	CPVC Pipe & fitting	Astral, Superme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd.
31	Stainless steel sink	Neelkanth, Niralli, Jyna & Prayag Polymers Pvt. Ltd.
32	FRP doors shutters & frame	Jayna, Fiberways, Jain Doors Pvt. Ltd. & Selected Product Co.

33	Aluminum shuttering	Knest, S-form, Durand Forms (India) Pvt. Ltd. & Mivan
34	EWC Seat Covers	Hindware, Parryware, Cera
35	C.P. Brass fittings/ Accessories	Jaquar, Marc, L&K, Kohlar
36	Flush Doors	Century, Merino, Duro Board, Green
37	Glass	Saint Gobin, Modi Float, Asahi Float
38	Stainless Steel Nuts botls /Screws	Kundan, Puja, Atul, GKW
39	Sanitary ware (Vitreous China) (European Seats, Urinals, Wash Basins etc.)	Hindware, Parryware, Cera
40	Commercial Board /Ply	Merino, Duro, Green, Century, Kit (Swastik)
41	Floor Spring	Doorking, Everite, Sandhu
42	Door Closer	Everite, Sandhu, Hardwin, Godrej, Hyper
43	Mirror	Atul, Modiguard, Saint Gobain, Aashi
44	Adhesive	Fevicol, Vamicol, Dunlop, Vam Organic
45	Wall Putty	Birla, JK, Sara
46	Epoxy Grout	Ballendura, Kerakoll, Ferrousscrete
47	Brass Ball Valve /Gate Valve /Float Valve	Zoloto, AM, Leader, Sant
48	Aluminum Door Fit- tings	Classic, Everest, Argent
49	Brass Bib /Stop Cock	Agi, elite, Shakti, Sant, Leader, Prima, L&K
50	Plaster of Paris Putty	Adharshree, Shree Ram, J.K., Birla
51	PVC Pipe	Prakash, Prince, Supreme
52	Brass Door Stopper	Myra, Volo, Sunshield, Upan, L&K
53	Brass Rod for Ball Cock	L&k, Nani
54	Brass Phase for Stop Cock (Pillar Cock)	L&k
55	Brass Ferul	any make confirming the IS standards
56	Brass Mortice Latch & lock	Harrison, godrej
57	Brass Stop Cock	L&K
58	Brass Sliding door bolt	Ashish
59	Brass Tower Bolt	L&K

60	brass Spindle for Con- sealed stop Cock 15mm	L&K
61	Flush valve for W.C. (Consealed type) Jaquar Make 1093	Jaquar
62	Drill bit	any make confirming the IS standards
63	Drawer Runner	Hettich
64	Electric welding rod	Tata-E6013
65	Glass putty	Windowera, Asahi, Modi Guard, Saint-Gobain
66	Glass rubber beeding (black)	Neoprin
67	Iron Hexa blade	Beeta, Super, Ashish
68	Iron Sliding door bolt	Ashish
69	Nut bolt for sliding door	JMP, Ashish
70	M.S.door & Window fit- tings	Garg, Ashish, Eye Berry, Krishna
71	Iron Cutter blade	Bosch, Ashish
72	Iron hydraulic door closer	Hyper
73	PVC Bib cock 15mm	Prayag, Leader
74	PVC Waste pipe	Generic, Polo, Parryware, Sunflex
75	PVC Connection 15x450mm	Guru, Parryware
76	Stainless Steel Wire mesh	5 Star Shine, Tata
77	WC China sink	Hindware, Parryware, Cera
78	C.P. Spreader	L & K
79	WC Orissa Pan Seat	Hindware, Parryware, Cera
80	Wash basin	Hindware, Parryware, Cera
81	WC Wash basin (Oval) over the top	Parryware
82	PVC Flushing Cistern	Parryware, Cera
83	PVC Cistern fitting	Parryware, Cera, Spash
84	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthtic enamel.
85	PVC Piller Cock	Prayag, Leader
86	PVC Bend (Long)	Supreme



87	PVC Urinal Flexible pipe	Generic
88	PVC Ball for ball cock	Prayag, Leader
89	PVC waste cupling	Generic
90	PVC Cover for over Head Tank	any make confirming the IS standards
91	WC Wash Basin	Parryware
92	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
93	Adopter for C.P. pillar cock	jaquar
94	PVC Door Silencer	any make confirming the IS standards
95	Fastner	any make confirming the IS standards
96	S.S. binding wire	any make confirming the IS standards
97	Lime for white wash	any make confirming the IS standards
98	Marble cutter & moulding blade	Bosch
99	Iron cutter blade	Bosch
100	Wood cutter blade	Bosch
101	Tarpin oil	Burger, Asian, Nerolac
102	PVC Syphan washer	Prayag
103	WC china sink	Hindware, Parryware, Cera
104	Parliamentory Hinges	Indo Alloys, Brask
105	Piano hinger	Generic
106	PVC Seat Cover Nob	Parryware
107	Sand Paper	Miady Hook and Loop Sandpaper
108	Silicon /Silicon tube	Pidilite
109	Silicon Gun	Dr Fixit
110	Steel Hinges	ssiskcon
111	Sulation for PVC Pipe	any make confirming the IS standards
112	Hand shower (Telephonic Shower)	Jaquar, Kohlar, L & K, Cera, Parryware, hindware
113	Rubber beeding for aluminium window	any make confirming the IS standards
114	Hand Soap dispenser	Antique

115	S.S. hinge	any make confirming the IS standards
116	PVC gulli	any make confirming the IS standards
117	GI Check nut	NDI
118	Ready Mix Concrete	Ultratech Concrete, ACC Ready Mix, RMC India and NUVOCO

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. साहू) 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 2: Modified provisions in CPWD works manual 2019 regarding testing charges to be borne by contractor

### 9.32 Preferred Makes for Internal Electrical Installation Works

Accepted 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.

S. No.	Items	Makes
1	PVC/ XLPE insulated aluminium/Copper conductor armoured	Havells / Finolex / KEI / Grandlay/ Polycab
2	FRLS PVC insulated copper conductor stranded flexible wires i/c control cables (ISI Marked)	Havells / Finolex / KEI / Grandlay/ Polycab
3	Modular Switch , Socket & Accessories	Legrand (Myrius) / M.K.( Element) / Schneider (Zencelo)/Legrand (Arteor)
4	Metal clad Industrial Socket outlet and Sheet Steel Enclosure for MCCB/MCB	Legrand / Siemens / Schneider/ Hager
5	Distribution boards	Siemens (Betagard), / Hager/ Schneider (Acti9) / Legrand ( <i>Ekinor</i> <sup>3</sup> )/ L&T(Exora) /ABB(Elegence)
6	Protection Device (MCB/RCCB/RCBO/ELCB)	Siemens (5SL), / Hager/ Schneider (Acti9) / Legrand (DX 3)/ ABB(S200M)/L&T
7	Indicating Lamps LED type, Push Button	Siemens/ L&T / Schneider / Legrand
8	Electronic Digital Meters	Schenider (Conzerv)/ L&T/Secure/Siemens/ ABB/Legrand
9	MCCBs	Siemens (3VL) / L&T (D sine)/ Schneider (CVS) / Legrand (DPX 3)/ ABB (T max)
10	Power contactor	L&T (MNX) / Schneider (Tsys) / Legrand ( <i>CTX</i> <sup>3</sup> )/ABB(Ax)
11	Selector Switch	Salzer/Seimens/BCH/Kaycee/L&T
12	Auxiliary Relays	Siemens/ L&T / Schneider / Legrand / ABB
13	LED Lighting fixture	Philips/ Wipro/ Havells/ Crompton

14	Emergency Lighting / Exit Sign boards	Bajaj/ Prolite/ Glo-LLine
15	Ceiling Fan, Fresh Air Fan, Exhaust fan	Havells/ Crompton/ Usha/ Orient/Atomberg
16	Paint	Nerolac / Asian / Berger/ICI
17	Lightning Protection System	OBO/ Cape Electric/ Infinite/ APS/Jeff Techno/Axis
18	G.I. Pipe	Tata, Jindal-Hissar, Prakash Surya
19	Rubber Mat (ISI Marked)	Jyoti / Deep Jyoti/ Premier
20	CU/GI strip & GI wire for earthing	Jeff Techno/Axis/OBO
21	PVC Conduit and accessories	Polycab/AKG/Asian
22	Modular Switch & Socket	Legrand (Myrus)/M.K. (Element)/Schneider (Zencelo India)/Havells/ ABB
23	Cat-6 Cable	Beldon/Siemon/Legrand/Penduit (Pannet)
24	Panel Accessories	Siemens /L&T/Schneider / Legrand/Tecnic / ABB/ C&S/Neptune
25	External Lighting Fixture	Philips/ Wipro/Havells/Crompton
26	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
27	Smoke/Heat detectors	Apollo/ System Sensor/ Agni
28	Exhaust fan	Almonard/ Alstom/ Crompton/ Havells
29	Telephone wires/Telephone Cable / jelly filled telephone cables	Finolex /Delton/Havell's
30	Telephone tag blocks	Krone/ Pouyet
31	Telephone outlet	MK Electric /Legrand (Mosaic)/Crabtree (Piccadilly)
32	Push button & Pilor lamps	Kay/SSk/Kinjal