

Name of the work

**Providing and laying bituminous Re-surfacing on
existing roads of IIT Kanpur Campus**

BID DOCUMENT



INSTITUTE WORKS DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
October, 2024

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Superintending Engineer, IWD, IIT Kanpur

1 Notice Inviting e-Tenders

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

NIT No: 16 / Civil/D1/2024-25

1	Name of work	: Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus
2	Estimated Cost exclusive of GST	: Rs.12457153/-
3	Earnest Money Deposit (Rs.)	: EMD Declaration to be submitted in lieu of EMD as per Form 6.1
4	Duration of contract	: one (1) months
5	Last Time & date of submission of bids (Up to)	: As per CPP portal data (https://eprocure.gov.in/eprocure/app)
6	Opening of bids	: As per CPP portal data
7	Time allowed for submission of requisite documents by lowest bidder	: Within One week of opening of financial bids

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

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

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

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

Superintending Engineer,
Institute Works Department

2 Information and Instructions for Bidders for E-Tendering

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

2.1 Schedule

1	Name of organization	: Indian Institute of Technology Kanpur
2	NIT No:	16/Civil/D1/2024-25
	Location	Indian Institute of Technology Kanpur
3	Tender / Quotation type (open / limited / EOI / auction /	: Open
4	Tender / Quotation category (services / single) goods	: Works
5	Type of Contract (work / supply / auc- /works)	: Work
6	Form of contract (CPWD-7/8)	: CPWD-7
7	Work Category (civil / electrical / fleet tion / service / buy / empanelment / sell)	: Civil (Road work)
8	Is multi-currency allowed?	: No
9	Date of publishing / issue / start management / computer systems)	: As per CPP portal
10	Document download start date	: As per CPP portal
11	Document download end date	: As per CPP portal
12	Date & time of pre-bid meeting	: As per CPP portal
16	Bid Validity Days	: 90 days after opening of technical bid
17	Earnest Money Deposit (EMD)	: EMD Declaration to be submitted in lieu of EMD as per FORM 6.1

18 Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 6.2

Rs. 40,000/- for Non MSME/NSIC/Startup and Rs.10,000/-for MSME/NSIC/Startup to The Registrar, 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

19 No. of Bids / Covers (1 / 2 / 3 / 4) : 2

20 Address for communication : Institute Works Department, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016

21 e-mail address : seiwd@iitk.ac.in

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

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

8. Contractor must ensure to quote overall on percentage above / below rate. The column meant for quoting rate in figures appears in sky blue color and the moment rate is entered, it remains un change.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section /sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. The “Eligibility/technical Bid” shall be opened first on due date and time as per the evaluation scheme. The “Financial Bid” of bidders qualifying the technical bid shall be opened on a later date as to be announced in CPP portal.

10. The bidders are advised to visit the site before submission of bids to have more clarity about the site conditions and availability of space for execution of the work.
11. All modifications/addendums/corrigendum's issued regarding this bidding process shall be uploaded on website only.
12. The department reserves the right to reject any or all bids without assigning any reason thereof and may restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
13. Integrity pact is the integral part of the tender document. The bidders have to download the copy of integrity pact and after getting signed the scan copy shall be uploaded along with bid. The lowest bidder has to submit the same in hard copy duly signed with seal & date on Non-Judicial Stamp paper of Rs. 100.00 only after award of work which shall be part of contract document.
14. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labor, material, T&P, wastages, watch and ward, other inputs, all incidental charges, all other taxes (exclusive of GST), Cess, duties, levies etc. required for execution of the work.
15. The contractor has to ensure the site free from dust and any kind of pollutants during the course of work and sufficient sprinkling activity should be performed to control the dust and pollution during the duration of contract.
16. If applicable, the enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
17. The description of the work is as follows: "Providing and laying bituminous surfacing on existing flexible pavements in IIT Kanpur campus"
18. The work is estimated to cost **Rs. 12457153/-**. However, this estimate given is mere approximation for guide.
19. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
20. The time allowed for carrying out the entire work will be **one (1) months** from the date of start as defined in Schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document.
21. The site for the work will be handed over as per the special terms and conditions of the document.
22. An approved program of completion submitted by the contractor after award of work based on the milestones given in the tender.

23. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in free of cost.
24. 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.
25. 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.
26. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
27. 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.
28. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
29. The bid submitted shall be opened at as per the details provided in the CPP portal at S.E. office. The date of opening of Financial Bid shall be informed through web site after the opening of technical bid.
30. 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.
31. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% of tendered value within the period specified in Schedule F. This guarantee shall be in the form of or Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
32. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor shall be suspended for two years and shall not be eligible to bid for IITK tenders from the date of issue of suspension order.

33. The contractor whose bid is accepted will also be required to furnish either copy of applicable BOCW registrations certificate for depositing of deducted cess.
34. Intending Bidders are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, making proper arrangements to the site for smooth operation, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidder shall be deemed to have full knowledge of the sites whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.
35. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., **Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus**) to the work as approved by the competent authority and various policies related to c&d waste and other environmental guidelines of the institute pertaining to the. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. In case of reduction of scope of work or no work is possible to carry out on account of such issues, no cost shall be payable to them. Submission of a bid by the bidder implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the work.
36. 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.
37. 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.
38. 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.
39. The contractor shall not be permitted to bid for works in the DOIP office /Institute

Works Department responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) in IWD and Office of Infrastructure and Planning. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Office of Infrastructure and Planning / Institute Works Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

40. 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.
41. 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
42. 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 & start the work.
43. 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
44. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
45. The bid document will include the following components:
 - (a) CPWD-7 and CPWD-6 including Schedule A to F for all the components of the work, Standard General Conditions of Contract for CPWD 2023 as amended/modified up to last date of submission of the bid.
 - (b) General / specific conditions, specifications applicable to all components of the work.
46. The eligible bidders shall quote percentage rates after considering all the components of the work.

47. After acceptance of the bid by competent authority, the Superintending Engineer shall issue letter of award on behalf of the Board of Governors to the contractor. After the work is awarded, the contractor will have to enter into one agreement with Superintending Engineer. One such signed set of agreement shall be handed over to Engineer-In-Charge as applicable.
48. Entire work under the scope of bid shall be executed under one agreement.
49. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of these technical staff will be as per execution of work and direction of the Engineer-in-Charge.
50. Running bill must be generated based on the work component decided for execution as directed by Engineer In Charge as per the tender clauses. The work of each component must be satisfactorily executed before a running bill is cleared by the Engineer in Charge. The payment shall be based on actual work done at site. The bills for work components shall be facilitated by Engineer-in-Charge to the contractor and the bills must be submitted to the office of Executive Engineer. The work shall be treated as complete when all the components of the work are completed.
51. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
52. 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.
53. 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
54. The mentioned work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.
55. The competent authority on behalf of the Board of Governors reserves the right to terminate the contract if,
 - a) Any violation of labor law has been observed.
 - b) Any of the construction workers engaged in the works under this contract is found also engaged in Service Contracts of the Institute at the same time.

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

- (a) Non-compliance of Institute orders

(b) Violation of Institute policies

as established by the Competent Authority in the best interests of the Institute.

56. The Inter IIT sports meet to be held in December, 2024 hence this work is of urgent nature therefore agencies are advised to ensure the availability of the scarifying machines, Road Rollers, paver etc. to start the work from 01.11.2024 positively. Later no request for delay in work shall be entertained. For delay in work a penalty of Rs. 10,000.00 per day shall be imposed.
57. The agencies are advised to make arrangement of all materials & machines to start the work from 01.11.2024 & quote the rates accordingly.

2.2 Instructions for Online BID Submission

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

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

2.2.1 Registration

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link, “click here to enroll”. Enrolment on the CPP portal is free of charge
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID Password and the password of the DSC / e Token.

2.2.2 Searching for tender documents

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.

name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.

1. 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.
2. 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. 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).

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

2.2.5 Assistance to bidders

1. Any queries relating to tender document and the terms and conditions contained 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>.

Superintending Engineer
Indian Institute of Technology
Kanpur

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

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

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

2.3.1 Envelope - 1: Technical Bid

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

1. EMD Declaration [as per 6.1](#)
2. Proof of submission of Processing Fees [as per 6.2](#)
3. GST Registration Certificate or GST Undertaking [as per 6.3](#)
4. EPF & ESI Registration
5. Copy of PAN card
6. Integrity Pact should be signed and scan copy of the same shall be uploaded alongwith technical bid. At the time of award of the work the hard copy of the same on a non-judicial Stamp Paper of Rs.100/- shall be submitted which shall be the part of the contract agreement.
7. Affidavit for not being blacklisted/debarred/restrained [As per 6.4](#)
8. Turnover and Other Financial statement of the Agency [as per 6.5](#)
9. Solvency certificate [as per 6.6](#) **Or** Net Worth Certificate from certified Chartered Accountant [as per 6.7](#)
10. Performance report of works executed [as per 6.8](#)
11. Structure and Organization of the Agency [as per 6.9](#)
12. Declaration on Details of the Bidder(s) [as per 6.10](#)
13. Details of Similar Nature of Works Completed [as per 6.11](#)
14. Proof of ownership of hot mix plant of 100-120TPH or above capacity sensor paver & vibratory road roller to execute the work.
15. Declaration about Site Inspection [as per 6.12](#)
16. Tender Acceptance Letter [as per 6.13](#)
17. Certificate for Tender [as per 6.14](#)
18. Letter of Transmittal [as per 6.15](#)

2.3.2 Envelope - 2: Financial Bid

Price bid should be submitted in BOQ format

3 Eligibility Criteria

3.1 Eligibility criteria for contractors

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

Eligible Bidders

Eligible bidders should satisfy the following criteria for an eligible bid:

1. Average annual financial turn over:

Average annual financial turnover of Road works should be 50% 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 2024**, duly audited and certified by the Chartered Accountant.

Solvency Certificate- 40% of the estimated cost put to tender as per 6.6 **Or** Net Worth Certificate from certified Chartered Accountant as **per 6.7**

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

Firms/Contractors must have completed satisfactorily

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

Or

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

Or

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

Works completed during last 7 years ending on date **31.03.2024**.

AND

One work of similar 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/ State Government.

3. Definition of similar work: Similar type of work means “**Providing laying bituminous surfacing work through mix of HOT MIX plant laid with sensor paver and vibratory rollers**” done in any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government in last 7 years (Not earlier than 30.09.2017).

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

1. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.
2. **Registration:** Bidder should be registered with the Income Tax Department, Employees Provident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation & GST. Bidders are not eligible in absence of these documents.
3. **Office:**
Bidders have to establish its local accessible office registered with local GSTIN at IIT Kanpur to run the awarded work.

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 eligibility criteria by submitting documentary proof in support of eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

- After evaluation of Pre-Qualification Documents, a list of short-listed agencies will be prepared.
- Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives, if present.
- The bid shall remain valid for **Ninety (90) days** from date of opening of eligibility bids/ Technical bid.

NOTE

The employer reserves the right, without being liable for any damages or obligation to 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 pack: UPLOADED Separately

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: - **“Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus”**.

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 fess as per the following details:

NIT No : _____

Name of Agency : _____

GST number of Agency : _____

Date of transaction : _____

Total amount transferred : _____

UTR number : _____

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

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

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

6.3 Undertaking regarding obtaining GST registration

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

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

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

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

Or

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

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

6.4 Affidavit for not being blacklisted/debarred/restrained

**Proforma for AFFIDAVIT for not being
blacklisted/debarred/restrained**

(AFFIDAVIT to be submitted on a 'Non-Judicial' stamp paper worth Rs.100/)
(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

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

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

Or

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

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

6.5 Financial Information

Proforma for providing Financial Information

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

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

Financial Years	2020-21	2021-22	2022-23	2023-24
------------------------	---------	---------	---------	---------

Gross Annual turnover

Profit/Loss

.....
Signature of Chartered Accountant with Seal

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

6.6 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

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

This is to certify that to the best of our knowledge and information that

M/s./Sh..... having marginally noted address, a customer of our bank are/is

respectable and can be treated

as good for any engagement up to a limit of Rs (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

.....
(Signature for the Bank)

NOTE:

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

6.7 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

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

This is to certify that as per the audited Balance Sheet and Profit & Loss state- ment of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Ad- dress of individual/firm/company) as on 31.3.2023 is Rs.....(Rupees.) after considering all liabilities.. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on 31.3.2023.

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

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

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

.....
(Date & Seal)

6.8 Performance report on work executed

Proforma of Performance report on works referred to in Financial Information

(To be printed in Company's Letterhead)

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

1. Name of work/project & location:
2. Agreement no.:
3. Estimated cost:
4. Tendered cost:
5. Date of start:
6. Date of completion:
7. Stipulated date of completion:
8. Actual date of completion:
9. Amount of compensation levied for delayed completion, if any:
10. Amount of reduced rate items, if any:
11. Performance Report:

(a) Quality of work: Outstanding / Very Good / Good / Poor

(b) Technical Proficiency: Outstanding / Very Good / Good / Poor

(c) Resourcefulness: Outstanding / Very Good / Good / Poor

(d) General Behavior: Outstanding / Very Good / Good / Poor

Date:

Signature of Superintending Engineer or Equivalent

6.9 Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company's Letterhead)

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

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

Organization / Place of registration Registration No.

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

(Signature of 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	2023-2024	:
13.2	2022-2023	:
13.3	2021-2022	:
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 Com- mencement of work?	: If so, give the name of the pro- ject and reasons of suspension of pro- ject

16 Has the applicant ever been convicted by a court of law? : YES / NO, If yes, give details of the case

17 Details of any litigation in which the applicant is/was involved. :

18 All forms submitted as desired in the bid : Yes / No

19 Integrity Pact :

20 Undertaking regarding no subletting of work :

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

Date:

Signature of Bidder(s) with seal

6.11 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

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 = $[A \times N \times 2.0] - B$, 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	Owners 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 may be made	Whether the work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

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

Dated:

Signature of bidder(s) with seal

6.12 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

Superintending Engineer, Institute Works Department

Subject: Submission of Tender for the work of “**Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus**”.

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. I/We bidder shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Sincerely

(Duly authorized signatory of the

Bidder)

6.13 Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,
Superintending Engineer, Institute Works
Department IIT Kanpur-208016

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No..... to..(including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

6.14 Certificate for Tender

(To be given on Company Letter Head)

Date:

To,
Superintending Engineer, Institute Works
Department IIT Kanpur-208016

Sub: Certificate of compliance as per Rule 144 (xi) GFR's

2017 Tender Reference No:

Name of Tender / Work:

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

6.15 Letter of Transmittal

To

The Superintending Engineer
Indian Institute of Technology Kanpur
Kanpur, UP - 208016

Name of Work: **Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus**

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

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

CERTIFICATE

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

Enclosures:

Date of submission:

Signature(s) of Bidder with seal

6.16 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “**Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur Campus**”

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

TENDER

(To be signed in Company’s Letterhead)

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

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

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

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

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Board of Governors or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take action as per my/our EMD declaration as per **6.1**. Further, if I/We fail to commence work as specified, I/We agree that Board of Governors or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for

tendering in Indian Institute of Technology Kanpur in future forever. Also, if such a violation comes to the notice of Indian Institute of Technology Kanpur before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee.

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

Dated:

Signature(s) of Contractor(s) with seal

Postal Address:

Witness:

Address:

Occupation

:

7 Proforma of Schedules

7.1 SCHEDULE 'A': Schedule of Quantities

Schedule of Quantities : BOQ uploaded
separately

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

Schedule of materials to be issued to the contractor: NIL

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

Tools and plants to be hired to the contractor: NIL

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

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

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

Reference to General Conditions of contract	:	General Conditions of Contract 2023 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.
---	---	---

Name of Work	:	“Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur campus”
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Total Estimated cost of work	:	Rs.12457153/-
---------------------------------	---	---------------

Earnest Money	:	EMD declaration to be submitted
---------------	---	---------------------------------

Performance Guarantee	:	5% of tendered value valid up to stipulated date of completion and six (6) months beyond that
-----------------------	---	---

Security Deposit	:	5% of tendered value will be deducted from each bills as security deposit and will be released after completion of work as mentioned below: First year: 0% (zero percent) Second year: 0.50% (point five percent) Third year: 1.00% (one percent) Fourth year: 1.50% (one point five percent) Fifth year: 2.0% (two percent)
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7.6 SCHEDULE 'F': General Rules and Directions

GENERAL RULES & DIRECTIONS:

Officer Inviting tender: Superintending Engineer

7.6.1 Definitions

1 Inviting Authority	:	Superintending Engineer
2(v) Engineer-in-Charge: For Civil Items of Work	:	Engineer Authorized by Superintending Engineer
2(viii) Accepting Authority	:	Superintending Engineer on behalf of Director, IIT Kanpur
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	For civil work: DSR 2023 (Civil Works) & MR with correction slips up to the last date of Bid
2(xii) Department	:	I.W.D , IIT Kanpur
9(ii) Standard CPWD Contract Form	:	General Conditions of Contract 2023 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.

7.6.2 Clauses

Clause 1

Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of the letter of acceptance

Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the Period provided in (i) above

7 days

Clause 1A : **Applicable. The Defect liability period shall be Five (5) years from the date of compliance of the assigned works to the Institute**

Clause 2
Authority for fixing compensation under Clause 2 : SE , IIT Kanpur

Clause 2A
Whether Clause 2A shall be applic- able : YES

Clause 5 :
(i): Number of days from the date of issue of letter of acceptance for reckoning date of start : 07 Days

ii: Milestones : As per Table 6

Clause 6: Computerized Measurement Bill : *Applicable*

Clause 7 : Applicable

Clause 10A : Applicable

Clause 10B (ii) : Not Applicable

Clause 10B (iii) : Not Applicable

Clause 10C : *Not Applicable*

Clause 10CA : *Not Applicable*

Clause 10CC : Not applicable

Clause 11 : CPWD Specifications of all Civil items (CPWD Civil specification vol.1 and vol.2, 2019), MORTH specifications for

road and bridge works 2013, IRC: 111 - 2009 & IRC:44 with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil and Road Works.

Clause 16 Competent Authority for deciding reduced rates: For Civil items and For Electrical items of work

: As per Table 7

Clause 17 - Defect liability period completion of contract whichever is later	Representative(s) Five (5) years and those listed in Special Conditions of Contract
Clause 18 - List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per Table 8 and those Listed in Special Conditions of Contract, if any
Clause 32 - Requirement of Technical	as per Table 10

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

Table 6: Major milestones of the project

Sl. No.	Description of Milestone (Physical)	Time allowed from date of start	Maximum Duration of work	Amount to be withheld in case of non-achievement of milestone (% of tendered amount)
1	Providing and laying bituminous Re-surfacing on existing roads of IIT Kanpur campus.	1 weeks	4 weeks	1.00 (one percent)

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

Time allowed for execution of work: One (1) month

Table 7: Authority to decide

(i)	Extension of time (EOT)	:	Superintending Engineer, IWD, IIT Kanpur
(ii)	Rescheduling of milestones	:	Superintending Engineer, IWD, IIT Kanpur
(iii)	Shifting of date of start in case of delay in handing over of site	:	Superintending Engineer, IWD, IIT Kanpur

Table 8: LIST OF MACHINERY, TOOLS & PLANTS TO BE DEPLOYED BY THE CON-TRACTOR AT SITE AS & WHEN REQUIRED

The entire equipment list has to be verified by Engineer-in-Charge before start the work

Sl. No.	Name of Equipment	Numbers
1	Equipment for Road work	
a	Vibratory Road rollers	1 Nos.
c	Smooth wheel static roller	1 No.
d	Mechanical paver finisher fitted with electronic	1 No.
e	Hot Mix Plant fitted with centralized control sensing device 120 TPH or above equipped with computerized panel and electronic load sensor of capacity tent, temperature control etc. at the point of 100- control for grading of aggregates,	1 No.
f	Pan mixer	1 No.
g	bitumen con- manufacturing. Spreaders	1 No.
h	Mechanical cleaner using compressed air	1 No.
i	Fully/ Semi-automatic thermoplastic paint ap-	1 No.
j	Mechanical broom plicator machine	1 No.
2	Equipment for transportation	
a	Tippers	5 Nos.
b	Trucks	5 Nos.
3	Pneumatic equipment	
a	Air compressors (diesel)	1 No.
b	Road milling machine for removing existing layer	1 No.

Table 10: Requirement of Technical staff as per Clause 32

Sl. No.	Qualification	Number	Minimum Experience in Year	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32
1	Graduate / Diploma	1	10	Site Engineer (Civil, having 10 years experience of road work	Rs. 35 000 (Rupees Thirty Five Thousand only) per month, per person

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

The details of the appointed site engineers have to be verified and approved by Engineer-in-Charge.

8 Scope of work

The scope is laying of bituminous surfacing on existing flexible pavements in IIT Kanpur for approx. 5 km length at various locations as mentioned in BOQ.

The work of S.D.B.C & B.C and other associated works has to be carried out as per applicable Latest guidelines in MoRTH/IRC/CPWD specifications.

All source materials, Mix Design for SDBC & BC and other mandatory test as listed in IRC: 111 - 2009 and MoRTH must be carried out in IIT Kanpur Lab and submitted for approval before commencement of the work at site.

The contractor has to submit job mix designed from HBTU/ IITK for approval prior to start the work.

The bitumen to be used in the tac coat shall be VG-30 grade & shall be supplied at site in sealed packed drums from IOCL/ BPCL/ HPCL only.

The challan of procured bitumen from mother refinery are to be supplied along with the bill. Since the work shall be allowed to continue at night, so proper arrangements of light shall be made by the contractor.

The edge of finished road shall be kept straight. The left bitumen mix shall have to be removed on daily basis from the site.

A detailed data received of mix supplied at site such as temperature at plant, weight, temperature at site along with the laying quantity to be kept on register. The theoretical consumption & actual quantity supplied must be matched before releasing of any payment.

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

8.1 List of Preferred Makes for Road Works (as applicable)

Preferred makes of materials to be used in the work are as under. In case of non-availability of these makes, the Engineer-in-charge may allow use of alternative BIS makes of materials in the work. Non-BIS marked materials may be permitted by the Engineer-in-charge. This is a general list of makes. All makes applicable as per Schedule of Quantities must be as per the Institute preferred make.

All materials - coarse aggregates, fine aggregates, grout should conform MoRTH/ IRC specifications. If any quality issues are noticed, Engineer-in-Charge reserves the right to do relevant testing as per MoRTH/ IRC by taking core from the laid down bituminous surfaces and based on the results, it can be asked to redo the entire application or other remedial measures as suggested

1	Cement (PPC/OPC)	ACC, Ultratech, Vikram, Shree Cement, Abuja, JK Cement, Century Cement, Jaypee Cement & Prism Cement.
2	Bitumen	IOCL, BPCL & HPCL
3	Thermoplastic Paint	Asian Paints, Prime Road, Indigo

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/MAN/410

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 22.10.2021

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

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

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

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

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

Existing Provision	Modified Provision
4.10 Preparation of NIT	4.10 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.

(सौ. पी. साहू) 22/10/2021

अधीक्षण अभियंता(सी.एंड.एम.)

e-file 9116587

Issued from file No. CSQ/CM/10(1)/2021

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

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

9 Special Conditions of Contract

9.1 Timely Completion

1. The proposed work of urgent nature hence contractors are advised to ensure the availability of all machines, manpower and materials so that the work can be started in the first week of Nov. 2024 and completed in all respect by 30 Nov. 2024.
2. All work components must be started simultaneously and has to be delivered together or early within the given time schedule.
3. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts.
4. Number of days from the date of issue of letter of acceptance for reckoning date of start shall be as per Schedule. *If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.*
5. The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the Superintending Engineer. The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered. Any delay in achieving the milestone must be compensated within the limitations of time imposed in the Contract document
6. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work, as required.

9.2 Rates

1. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building (Exclusive of GST) and nothing extra shall be payable to him on this account.
2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labors, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.

4. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per the quantum of work provided to him at his own expenses. Nothing shall be paid on this account.
5. The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment's shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
6. All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
7. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

9.3 Quality and Workmanship

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. 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.
3. 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.
4. 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.

5. The contractor should get the make/TDS documents approved before procuring any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
6. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuineness of material supplied by/used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered/withheld from subsequent running account payment.
7. 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.
8. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
9. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement; to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
10. **Tests in Laboratories:** The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing.

All source materials, Mix Design for SDBC & BC and other mandatory test as listed in respective IRC and MoRTH must be carried out in IIT Kanpur Lab and submitted for approval before commencement of the work at site.

11. Sample of materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

12. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
13. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
14. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
15. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
16. The contractor has to submit a MTC of each bitumen lot to Engineer-in-Charge and it shall comply with the approved make and standard given in MoRTH
17. All pertinent registers shall be prepared and the same shall be maintained on daily basis as per guidelines of CPWD/ MoRTH.
18. The Field Density achieved at site shall be checked before the final payment. All required T & P and machines shall be arranged by the contractor.

9.4 Natural calamity

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

9.5 Stocking and Disposal of Materials & Debris

1. After completion of work the agency shall remove materials and debris etc. from site and shall be disposed off at any suitable place as per the direction of Engineer-in-Charge, at no extra cost.
2. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of roads to remove unnecessary stains of paint, at no extra cost.
3. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possibly arrange his work and shall place and dispose

of the materials being used or removed so as not to interfere with the operations of another 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.

4. 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.
5. Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.
6. The dismantled material resulted due to cutting of road shall be removed by the contractor from the site. It should not be allowed to be used in this work. The contractor is advised to quote the rates accordingly.

9.6 Painting, if applicable

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 shall have to brought at least 50% quantity of total thermoplastic 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.

9.7 Safety and Security

1. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.
2. The contractor, the authorized representative(s), workmen etc., shall strictly observe orders pertaining to fire precautions prevailing in the area.
3. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
4. Contractor will arrange proper machineries and equipment's at his own cost and will take all safety measures like using safety gadgets during work, traffic clearance 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 has to arrange proper safety gadgets like boots, gloves etc. to all the workers engaged in laying of bituminous work. Any mishappening happens due to the negligence in this regard, the contractor will be liable.

6. All the machineries involve in the work shall have valid certifications and proper registrations.
7. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
8. 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.
9. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
10. The Institute shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipment by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.

9.8 Approach to Site

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

9.9 Water and Flooding

1. 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.

9.10 Acts and Laws

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

2. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
3. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as applicable) payable to such authorities for carrying out the work, shall be borne by the Contractor.
4. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Institute and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself/herself or by his/her employees or his/her authorized representatives. Nothing extra shall be payable on these accounts.
5. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.

9.11 Labor and Laws

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

9.12 Nondisclosure Agreement

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

9.13 Indemnification:

1. The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other 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.

9.14 Force Majeure:

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

9.15 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.

9.16 Arbitration

1. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement 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.

9.17 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.

9.18 Special Conditions for Road Works

1. Before the start of the work, the contractor shall submit the program of execution of work and get it approved form the Engineer-in-Charge and strictly adhere to the same for the timely completion of the project work.
2. The contractor shall, at all times, carry out work on the running road in a manner creating minimum interference in the flow of traffic as per direction of Engineer-

in-Charge. All the roads considered in the estimate are very prime located and the roads shall remain partially open during the execution work. Contractor shall make arrangements for smooth working in running roads.

3. The contractor shall carry out true and proper setting out of the work under the supervision of the Engineer-in-Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the Road. If at any time, during the progress of the work, any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-Charge, shall rectify such error to the entire satisfaction of the Engineer-in-Charge. The supervision and/or checking by the Engineer-in-Charge or his authorized representative shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all benchmarks, pegs and pillars provided for the setting out of works.
4. All arrangements for traffic diversion during construction, including maintenance of diversion roads, shall be considered as incidental to the work and contractor's responsibility and nothing shall be payable to him in this respect.
5. The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary at either end of the excavation/embankment and at such intermediate points as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.
6. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
7. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
8. No claim for idle establishment & labor, machinery & equipment, tools & plants, and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
9. The Contractor shall supply, free of charge, all the materials required for testing. The contractor shall bear all the testing charges as required for the SDBC pavement as per IRC/ MoRTH as directed by Engineer-in-Charge.
10. The contractor will have to make his own arrangement for obtaining electric connection(s) from the Institute/or install generators at the site of work for systematic & timely execution of work.

11. The contractor shall have his own hot mix plant within approx. 50 km of range from IIT Kanpur for executing the works.
12. The contractor shall have to submit the details of Mix plant/ all materials to be used in SDBC Mix that the contractor intend to bring and get approval of Engineer-in-Charge before commencement of the work.
13. Nothing extra shall be paid for cartage of any material to the site of work.

9.18.1 Conditions for Bitumen

1. The contractor shall procure bitumen of required grade as specified conforming to IS:73- 1992 with up-to-date amendments and other relevant codes form the manufacturers of repute like Indian Oil Corporation Ltd., Hindustan Petroleum Corporation Ltd. and Bharat Petroleum Corporation Ltd. as approved by Ministry of Petroleum, Govt. of India and holding license to use ISI certification mark for their products.
2. Mode of Procurement
 - (a) HOT STRAIGHT RUN BITUMEN of Grade VG-10 & VG-30 for tack coat shall be brought at site in sealed drums only bearing following markings (legible):
 - i. Name of Manufacturer.
 - ii. Gross Wt., Net Wt. And Tare weight.
 - iii. Month and Year of Manufacture.
 - iv. Use before (date).
 - v. Type and Grade.
 - vi. Batch Number.
 - vii. 'ISI' Certification and Standard Mark.
 - viii. Name of Contractor/Supplier.
 - ix. Serial No. & Total Nos. Of drums in each batch.
 - (b) When bitumen is issued in drums, the same shall be stacked in fenced enclosures, to be provided by the contractor at his own cost, as directed by the Engineer -in-Charge, on one side of the roadway. The contractor shall be responsible for the watch & ward and safety of bitumen. The contractor shall facilitate the inspection of bitumen stockyard by the Engineer-in-Charge or his representative at any time.
 - (c) Bitumen shall be kept in joint custody of the contractor and the representative of the Engineer -in Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge. No heating of bitumen in drums for any purpose whatsoever shall be allowed.

3. **Sampling and Testing:** The contractor shall have to obtain and furnish test certificates issued by manufacturer to the Engineer -in-Charge in respect of bitumen procured by him. The samples shall be collected at discretion of Engineer-in-Charge and got tested as per provisions of IS:73/ MORTH/CPWD specifications from the IIT Kanpur Lab.
4. The contractor shall supply, free of cost, the bitumen sample required for testing.
5. In case the test result indicate that the bitumen procured by the contractor does not conform to the relevant BIS codes/specifications, the same lot shall stand rejected and shall be removed from the site of work by the contractor at his own cost within a week's time of written order form Engineer in-Charge to do so.
6. The bitumen content in the bituminous mix shall be checked by conducting the bitumen extraction test conforming to IRC: SP.11 at regular intervals during the progress of work; the actual consumption of bitumen shall be worked out based on such test results. The theoretical consumption shall be worked out based on the job mix formula and the actual consumption (based on the extraction test as well as the MAS account) if found less than the theoretical one, the recovery shall be made from the contractor for less use of bitumen. The work found executed with a bituminous mix having bitumen content lesser than a permissible variation of (-) 0.3% shall be considered as sub-standard work and hence shall be liable for rejection. However, nothing extra shall be paid if actual consumption so worked out is higher than theoretical consumption. This is without prejudice to action under other relevant clauses of the agreement.
7. Bitumen brought at site/ Road roller/ Pave finisher etc and bitumen remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

9.19 Particular Specifications for Road Work

1. The work, in general shall be executed as per the description of item, drawing, particular specification & special conditions attached, MoRTH specifications for road and bridge works (Fourth revision) 2001, CPWD specifications 2019 Vol-I & II for dismantling and demolition works & road works, relevant IRC codes and IS specifications with correction slips issued up to the date of receipt of tender.
2. The necessary tests shall be conducted in the laboratory of IIT Kanpur / HBTU Kanpur.

3. BITUMINOUS WORK

- (a) Tack Coat: The work shall be done strictly in accordance with clause 503 and sub clauses thereto of MoRTH specifications for road and bridge works (Fourth revision) 2001. The tack coat will be applied by the bitumen distributor assembly capable of applying even and uniform tack coat of specified quantity.
- (b) Cleaning and Preparation of the Surface: The surface on which the tack coat is to be applied shall be clean and free from dust, dirt, and any extraneous material,

and be otherwise prepared in accordance with the requirements of clauses 501.8 and 902 of MORTH Specification (4th Revision) 2001 as appropriate. Immediately before the application of the tack coat, the surface shall be swept clean with a mechanical broom, and high-pressure jet, or by other means as directed by the Engineer-in-Charge.

Campus Master Plan

