

Name of work

Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur

BID DOCUMENT



**OFFICE OF SUPERINENDING ENGINEER
INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

Indian Institute of Technology Kanpur

Sl. No.	Contents	Page No.
1.	INDEX	2-3
2.	Check list	4-5
3.	Notice Inviting e-Tenders	6-7
2.1	Information and Instructions for Bidders for E-Tendering	8-15
2.2	Instructions for Online BID Submission	16
2.3	Registration	16
2.4	Searching for tender documents	16
2.5	Preparation of bids	17
2.6	Submission of bids	17
2.7	Assistance to bidders	18
2.8	General instruction to bidders	19
2.9	List of documents to be scanned and uploaded within the period of bid submission	20
2.10	Envelope - 1: Technical Bid	20
2.11	Envelope - 2: Financial Bid	21
3	Eligibility Criteria	21
3.1	Eligibility criteria for contractors	21
4.	Bid Evaluation and Award	22
4.1	Technical Bid Evaluation	22
4.2	Financial Bid Evaluation	23
5.	Integrity Pact	24
6.	Various Forms and Formats	25
6.2	Format for submission of processing fees	25
6.3	Undertaking regarding obtaining GST registration	26
6.4	Affidavit for not being blacklisted/debarred/restrained	27
6.5	Financial Information	28
6.6	Banker's Certificate from a scheduled Bank	29
6.7	Net worth Certificate	30
6.8	Performance report on work executed	31
6.9	Structure and Organization of the Agency	32
6.10	Declaration on Details of the Bidders	33-34
6.11	Tender Acceptance Letter	35
6.12	Details of Similar Nature of Works Completed	36
6.13	Declaration About Site Inspection	37
6.14	Letter of Transmittal	38
6.15	CPWD-7	39-40
6.16	Tender certificate	41
6.17	Declaration not quoting the service charge ...	42
7.	Performa of Schedule	43-48
8.	Special conditions	49-54
9.	Scope of work	55-60
10.	Responsibility of the Institute	61
11.	Nondisclosure Agreement	61
12.	Acts and Laws	61-62
13.	Labour and Laws	63
14	Indemnification:	63-64
15.	Force Majeure:	64

16.	DISPUTE RESOLUTION	64
17.	Arbitration	65
18.	Jurisdiction of Courts	65
19.	CPWD OM regarding charges	66
20.	MO Ministry of Finance	67
21.	Master Plan	68

It is certified that this document contains 68 pages starting with page 1

**Name of work:- Annual repair and maintenance contract for Entire
Academic Area Zone 3 and Zone 4 at IIT Kanpur**

The bidder Shall upload the following documents as ticked and submit the hard copy of the same mentioning the page no against each document as required in the NIT.

Sl. No	Particular	Document required as per NIT	Attached as page No(s).
1.	EMD scan copy	✓	
2.	Proof of submission of Processing Fees	✓	
3.	GST Registration Certificate or GST Undertaking	✓	
4.	ESIC Registration	✓	
5.	EPFO Registration	✓	
6.	PAN card	✓	
7.	Affidavit for not being blacklisted/debarred/restrained	✓	
8.	Performance report of works executed	✓	
9.	Structure and Organization of the Agency	✓	
10.	Declaration on Details of the Bidder(s)	✓	
11.	Details of Similar Nature of Works Completed	✓	
12.	Declaration about Site Inspection	✓	
13.	Letter of Transmittal	✓	
14.	Tender Certificate	✓	
15.	Tender Acceptance Letter	✓	
16.	Copy of Financial turnover from CA along with audited balance sheets.	✓	
17.	Solvency certificate	✓	
18.	Net Worth certificate from certified chartered accountant	✓	

19.	Declaration of not quoting service charge/rates less than 3.85%	✓	
20.	CPWD-7	✓	
21.	Integrity Pact	✓	
22.	Any other documents	✓	

Signature(s) of Bidder with seal

Enclosures:

Date:

1. NOTICE INVITING E-TENDERS

The Superintending Engineer, IWD, IIT Kanpur invites on behalf of Board of Governors of IIT Kanpur online percentage rates tender from eligible firms/ specialized agencies satisfying the eligibility criteria mentioned in the document.

NIT No: 37/Civil/D2/2024-25

1	Name of work	:	Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur.
2	Estimated cost (exclusive of GST)	:	Rs. 1,38,57,096/-
3	Earnest Money Deposit(Rs.)	:	Rs. 2,77,142/-
4	Duration of contract	:	Twelve (12) months extendable for a period of Two years on yearly basis based on satisfactory performance of work.
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 (https://eprocure.gov.in/eprocure/app)
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>). 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.

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.

The bid forms and other details are available on website(s) www.iitk.ac.in/iwd/tenderhall.htm, www.gem.gov.in and www.eprocure.gov.in/eprocure.app. But the bids can only be submitted online on www.eprocure.gov.in/eprocure.app.

NOTE:

NO MANUAL BIDS WILL BE ACCEPTED. ALL BIDS (BOTH TECHNICAL & FINANCIAL) SHOULD BE SUBMITTED IN THE E-PROCUREMENT PORTAL.

Superintending Engineer, IWD

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

The Superintending Engineer, IWD 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.

1	Name of organization	:	Indian Institute of Technology, Kanpur
2	NIT No.	:	37/CIVIL/D2/2024-25
3	Location	:	Indian Institute of Technology, Kanpur
4	Tender / Quotation type (open / limited /EOI / Auction / Single	:	Open
5	Tender / Quotation category (services / works	:	Works
6	Type of Contract (work / supply / auction/ service / buy / empanelment / sell	:	Works
7	Form of contract (CPWD-7/8)	:	CPWD-7
8	Work Category (civil / electrical / fleet / management / computer system	:	Civil (Maintenance)
9	Is multi-currency allowed?	:	No
10	Date of publishing / issue / start	:	As per CPP portal
11	Document download start date	:	As per CPP portal
12	Document download end date	:	As per CPP portal
13	Date & time of pre-bid meeting	:	As per CPP portal
14	Venue of pre-bid meeting	:	As per CPP portal
15	Last date & time of uploading of bids	:	As per CPP portal
16	Date & time of opening of Technical bids	:	As per CPP portal

17	Bid Validity Days	:	90 days after opening of technical bid
18	Earnest Money Deposit (EMD)	:	Rs. 2,77,142/-
19	Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 6.1	:	Rs. 40,000/-for NonMSME/ NSIC/ Startup and Rs. 10000/- 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 6.1
20	No. of Bids / Covers (1 / 2 / 3 / 4)	:	2
21	Address for communication	:	Office of Superintending Engineer, IWD, IIT Kanpur-208016 Contact no. 0512-259-7604
22	Email address	:	rakeshkv@iitk.ac.in

The selected agency will have to enter into a Least cost system(LCS) as well as an Integrity Pact with the Institute.

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.

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

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from www.eprocure.gov.in/eprocure/app.
3. But the bid can only be submitted after deposition of e processing fee and the EMD hard copy submission.
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted in CPPP portal through e-tendering processes.

5. The intending bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
However, if a tenderer quotes nil rates against each item in item rate, 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 of the tender document shall be signed between Superintending Engineer, IWD and the successful bidder after acceptance of the tender.
14. The rates for all items of service, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all other taxes, cess, duties, levies, **Contractor's Profit etc., but exclusive of EPF, EDLI, ESI and GST**, required for execution of the service.
15. The bill must be submitted showing the base amount and GST separately as per the standard practice of IIT Kanpur.
16. The enlistment/ Registration 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/ Registration of contractor should be valid on the original date of submission of bids.

17. The description of the work is as follows: **“Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur.** work is estimated to cost **Rs. 1,38,57,096/-** (without GST). However, this estimate given is mere approximation for guide.
18. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD7 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.
19. The time allowed for carrying out the entire work will be **Twelve (12)** months from the date of start as defined in Schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document.
20. 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.
21. 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.
22. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he/she need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
23. 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 6.1 under Section Various Forms and Formats.
24. Copy of Enlistment Order and other documents as specified in the bid, as applicable, shall be scanned and uploaded to the e-tendering website within the period of bid submission.
25. The bid submitted shall be opened at as per the details provided in the CPP portal at IWD office. The date of opening of Financial Bid shall be informed through web site after the opening of financial bid
26. The bid submitted shall become invalid and e- processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) **If the bidder does not deposit original EMD to the office of the Executive Engineer, Div-II, IWD, IIT, Kanpur**

- (iii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
27. 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 Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
 28. The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also be required to be extended by the Agency accordingly and validity should be valid up to the extendable period.
 29. 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.
 30. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of afore said provisions by the sub-contractors, if any engaged by the contractor for the said work and program chart (Time and Progress) within the period specified in Schedule 'F'.
 31. The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
 32. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute, if any, and local conditions and other factors having a bearing on the execution of the work.
 33. Submission of a bid by the bidder also implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the work.
 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. The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation.
36. The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the interpretation by Institute in respect to fall matters shall be final and binding.
37. The Agency shall not Sub-contract, Sub-let, transfer or assign the contractor any other part thereof. In the event of the agency contravening this condition, Institute shall be entitled to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.
38. Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified.
39. No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is applicable in this NIT/ Contract.
40. Necessary clarifications required by the Institute shall have to be furnished by the tenderer within the given time frame. The tenderer will have to depute his representative to discuss with the officer(s) of the Institute as and when so desired. In case, a tenderer is taking undue long time in furnishing the desired clarifications, his/her bid will be rejected without making any reference.
41. The Institute reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.
42. 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.

43. 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.
44. 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.
45. The contractor shall not be permitted to bid for works in the 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. 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 IWD/ 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.
46. 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 services 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 services.
47. 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.
48. 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.
49. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
50. 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
51. Running bill may be generated once every month. All bills must be submitted in Office of Executive Engineer, Div-II, Institute works Department.

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. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tenderdocuments, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.
54. 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.
55. Any communication related to contract must be submitted to Office of Superintending Engineer IWD for further processing.
56. The competent authority on behalf of the Board of Governors reserves the right to terminate the contract if,
 - (a) **Any violation of labour 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**
57. 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.**

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

2.2.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective “My Tenders” folder. This would enable the CPP portal to intimate the bidders through SMS /e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other; in case they want to obtain any clarification/help from the Helpdesk.

2.2.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black & white option
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor’s certificates, etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.2.4 SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the EMD as applicable and enter details of the instrument

4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

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

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

2.2.5 ASSISTANCE TO BIDDERS

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

2.2.6 GENERAL INSTRUCTION TO BIDDERS

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. 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
Institute Works Department

2.2 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 an eligible bid:

1. EMD scan copy shall be submitted along with the technical bid**.
2. Proof of submission of Processing Fees as per 6.1
3. GST Registration Certificate or GST Undertaking as per 6.2
4. EPF & ESI Registration
5. Copy of PAN card
6. Affidavit for not being blacklisted/debarred/restrained as per 6.3
7. Performance report of works executed as per 6.7
8. Structure and Organization of the Agency as per 6.8
9. Declaration on Details of the Bidder(s) as per 6.9
10. Details of Similar Nature of Works Completed as per 6.11
11. Declaration about Site Inspection as per 6.12
12. Letter of Transmittal as per 6.13
13. Tender Certificate as per 6.15
14. Tender Acceptance Letter as per 6.10
15. Financial Information as per 6.4
16. Solvency certificate as per 6.5 (minimum 40% of the estimated cost put to tender) or Net Worth certificate from certified chartered accountant as per 6.6
17. Declaration of not quoting service charge/rates less than 3.85% as per 6.16
18. CPWD-7 as per Form 6.14
19. Integrity Pact should be signed and scanned copy of the same shall be uploaded along with 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.

**** The hard copy of Earnest money in the form of Demand Draft of pay order or Banker's Cheque or Deposit at Call Receipt or Fix Deposit**

Receipt drawn in Favor of “The Director, IIT Kanpur” shall be scanned and uploaded to the e-Tendering website by the bidder within the period of bid submission. The hardcopy of earnest deposit receipt (EMD) shall be submitted in the office of Executive Engineer Div-II, central Office IWD, IIT Kanpur before the Date & time of opening of technical bids as specified in the bid document. In absence of the EMD in hardcopy, the bidder shall be not eligible for opening of their technical bid and shall be rejected.

2.3.2 ENVELOPE - 2: FINANCIAL BID

Price bid should be submitted in BOQ format.

3. Eligibility Criteria

3.1 ELIGIBILITY CRITERIA FOR CONTRACTORS

Contractors who fulfill the following criteria shall be eligible to apply. **Joint ventures are not accepted.**

ELIGIBLE BIDDERS

Eligible bidders should satisfy the following criteria for evaluation:

1. AVERAGE ANNUAL FINANCIAL TURN OVER:

Average annual financial turnover of Construction/Maintenance works should be at least 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.

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

If any agency quote more than one Annual repair and maintenance work then the bidder has to satisfy the eligibility criteria considering the Estimated cost of all works put to tender.

2. OFFICE:

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

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

Firms/Contractors must have completed satisfactorily

- i) One similar work of 80% value of the estimated cost put to tender Or
- ii) Two similar work of 60% value of the estimated cost put to tender or

Three similar work of 40% value of the estimated cost put to tender Works completed during last 7 years ending date of publication of tender.

And

One completed work of similar nature costing not less then the amount equal to 40% of the estimated cost put to tender with Central Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ State Government Department

4. **Definition of similar work: Similar type of work means “Annual repair and maintenance Civil works in residential houses / apartments / quarters / offices / laboratories and general civil infrastructures”** done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government / Establishment of repute in last 7 years.
5. **Manpower:** Bidder should have had more than 20 people on their rolls on a daily basis, continuously for last three years.
6. **Legal:** Unregistered partnership firm and joint venture or consortium are not eligible.
7. **Registration:** Bidder should be registered with the Income Tax Department (PAN), Employees Provident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation & GST. Bidders are not eligible in absence of these documents.

4. BID EVALUATION AND AWARD

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

4.1 TECHNICAL BID EVALUATION

- Technical bids received complete in all respects covering the entire scope of work, will only be opened
- The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice.
- **Marking scheme:** Maximum marks = 100, Bidders obtaining more than or equal to 60% marks in total and 60% marks in each of the criteria will be considered technically qualified

MARKING SCHEME

I.	Completion certificate for Similar works within the span of last seven years	MAX. MARKS = 40
A)	One similar work of 80% value / Two similar works of 60% value/ Three similar works of 40% value of the estimated cost put to tender	24 MARKS
B)	Two similar works of 80% value / Four similar works of 60% value/ Six similar works of 40% value of the estimated cost put to tender (in between prorated basis)	40 MARKS
II.	Average turn over in crore of the organization in last three financial year	MAX MARKS = 20
a)	Turnover more than equal to 100%	12 Marks
b)	Turnover more than 200% (in between prorated basis)	20 Marks
III.	Performance Report	MAX MARKS = 40
a)	Outstanding	40 MARKS
b)	Very good	32 MARKS
c)	Good / satisfactory	24 MARKS

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 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 bids.

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 PACT

The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness and upload the same

while submitting the online bids. The successful bidder has to submit the Integrity Pact on Non Judicial stamp paper of Rs. 100/- with duly signed in hard copy before award of the work. In absence of duly signed integrity pact the bids shall not be considered for technical evaluation.

Sincerely
Superintending Engineer

6. VARIOUS FORMS AND FORMATS

6.1 FORMAT FOR SUBMISSION OF PROCESSING FEES

FORMAT FOR PROOF OF SUBMISSION TO BE UPLOADED ALONG WITH TRANSACTION SLIP

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

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

NIT No	:	37/Civil/D2/2024-25
Name of Agency	:	
GST Number of Agency	:	
Date of transaction	:	
Total amount Transferred	:	
UTR No.	:	

Signature of Bidder

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

Beneficiary Name : The Registrar, IIT, Kanpur,
Account Number : 30632766814
Bank Name : SBI, IIT Kanpur-208016
IFSC Code : SBIN0001161

**6.2 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

OR

(An authorized Officer of the firm with stamp)

Signature of Notary with Seal

6.3 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 any 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

OR

(An authorized Officer of the firm with stamp)

Signature of Notary with Seal

6.4 FINANCIAL INFORMATION

Proforma for providing Financial Information

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

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

Financial Years	2019-20	2020-21	2021-22	2022-23	2023-24
Gross Annual turnover					
Profit/Loss					

Signature of Chartered Accountant with Seal

Signature of bidder

6.5 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.

6.6 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)
(Scanned copy of the Certificate to be uploaded at the time of submission of bid)

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh..... (Name & Registered Address of individual/firm/company) as on 31.03.2024 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 31.3.2024.

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

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

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

.....
(Date & Seal)

6.7 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

Signature of Executive Engineer / Superintending Engineer or Equivalent

Dated:

6.8 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 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

6.9 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 office	:	
4	Address of office	:	
5	Contract people	:	
6	Name & designation	:	
7	Land line & mobile no.	:	
8	Email	:	
9	PAN No.	:	
10	GST No.	:	
11	EPF Registration No.	:	
12	ESI Registration No.	:	
13	EMD/FDR/DD No. & Date	:	
14	Registration details with the Govt. Department	:	
15	Validity of the registration with the Govt. department	:	
16	Tendering limit as per the registration details	:	

17	Has the applicant ever been required to suspend any project for a period of more than six months continuously after Commencement of work?	:	If so, give the name of the project and reasons of suspension of project
18	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes give details of the case
19	Details of any litigation in which the applicant is / was involved.	:	
20	All forms submitted as desired in the bid	:	Yes / No
21	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.

Signature of Bidder(s) with seal

Dated:

6.10 Tender Acceptance Letter

(to be give on company letter head)

To,
The Superintending Engineer
IWD, IIT, Kanpur

Sub: Acceptance of terms & conditions of tender.
Reference No.

Name of Tender / Work:

Dear Sir,

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).

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.

The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

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)

6.11 DETAILS OF SIMILAR NATURE OF WORKS COMPLETED

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

The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula: Bidding Capacity = $[A \times N \times 2.0] - B$, 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
1									

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

Dated:

Signature of bidder with seal

6.12 DECLARATION ABOUT SITE INSPECTION

Declaration about Site Inspection

(By Bidder)

To
The Superintending Engineer,
IWD, IIT,
Kanpur

**Subject: Annual repair and maintenance contract for Entire Academic Area
Zone 3 and Zone 4 at IIT Kanpur.**

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site 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 LETTER OF TRANSMITTAL

To
The Superintending Engineer,
IWD, IIT,
Kanpur- 208016

Name of Work: Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur.

Dear Sir/Madam

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

- i. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/We also authorize the Executive Engineer, IWD, 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.
- iv. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

v.

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

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.

Signature(s) of Bidder with seal

Enclosures:

Date:

6.14 CPWD-7

CPWD-7

ITEM RATE TENDER & CONTRACT FOR WORKS

Tender for the “**Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur.**”

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 Executive Engineer, IWD, IIT Kanpur.
3. The pre-qualification/Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

TENDER

(To be signed in Company's Letterhead)

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions of Contract (For construction works) 2023, 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.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

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 GCC 2023. 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 forfeiture of Earnest Money or 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 Executive Engineer, IWD 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.

Signature(s) of Contractor(s) with seal

Dated:

Address

Occupation

6.15 TENDER CERTIFICATE

(To be given on Company Letter Head)

Date:

To,
The Superintending Engineer,
IWD, IIT,
Kanpur-208016

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017
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 / weshall 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)

6.16 DECLARATION OF NOT QUOTING SERVICE CHARGE/RATE LESS THAN 3.85 % OF THE ESTIMATED COST PUT TO TENDER (THE BIDDER SHALL BE DISQUALIFIED IN ABSENCE OF THIS DECLARATION)

Proforma for Declaration of not quoting service charge/rate less than 3.85 % of the estimated cost put to tender (Scanned copy of this Declaration to be uploaded at the time of submission of bid)

Whereas, I/we (name of agency) have submitted bids for Name of work: - **“Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur”**.

I/we hereby submit following declaration of not quoting service charge/rate less than 3.85 % of the estimated cost put to tender as per Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India vide dated 06.01.2023 as attached at Annexure-II of this tender document:

1. If after the opening of the tender, I/we shall be found to be quoted less than 3.85 % of the estimated cost put to tender.

I/we shall be disqualified by IITK as per the tender terms and conditions without any liability of IIT Kanpur to seek any clarification or informing to us.

.....

Signature of the Bidder(s)

7. PROFORMA OF SCHEDULES

OPERATIVE SCHEDULES SHALL BE SUPPLIED SEPARATELY TO EACH INTENDING TENDERER

SCHEDULE "A"	Schedule of Qty	Uploaded separately
---------------------	-----------------	---------------------

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

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

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL -----			
SCHEDULE "D"	Extra schedule for specific requirements/document for the work, if any:		As attached in tender form.
SCHEDULE "E"	Schedule of component of other Materials, Labour, POL etc. for price escalation		N. A.
SCHEDULE "F"	Reference to General Conditions of contract.		
Name of Work:	Annual repair and maintenance contract for Entire Academic Area Zone 3 and Zone 4 at IIT Kanpur		
Estimated cost of the work:	Rs. 1,38,57,096/-		
Earnest money	Rs. 2,77,142/-		
Performance Guarantee	5% of the tendered value of the work in favour of "the Director, IIT Kanpur".		

Security Deposit	Nil
-------------------------	-----

General rules and direction:

Officer inviting tender	Superintending Engineer, IWD, IIT, Kanpur
-------------------------	--

Definitions:

2(v)	Engineer-in-charge For civil item works	Executive Engineer, IWD, IIT Kanpur
2(vi)	Accepting authority	Dy. Director, IIT Kanpur
2(vii)	Percentage on cost of materials and labour to cover all overheads and profits	7.5%
2(viii)	Standard Schedule of Rates: Civil Items of Work:	Minimum central labour wage rates (central Govt. and Market rates for other items-if applicable)
2(ix)	Department	IWD, IIT Kanpur
2(x)	Standard CPWD contract Form:	GCC 2023 Maintenance works, CPWD form-7 as modified & corrected up to date.(Whether correction vide latest circulars are in corporate or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows: a- The Quoted rates should be exclusive of GST. b- The GST as applicable shall be paid extra.

Clause 1	<p>i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance</p> <p>ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period as provided in i) above</p>	<p>15 Days</p> <p>7 Days</p>
Clause 1A	Applicable. The Defect liability period shall be One year from the date of handing over of the assigned works to the user/Institute	
Clause 2	Authority for fixing Compensation under Clause 2	SE, IWD, IIT, Kanpur. Or successor thereof
Clause 2A	Whether Clause 2A shall be applicable	Yes
Clause 5	<p>i) Number of days from the date of issue of letter of acceptance for reckoning date of start</p> <p>ii) Time allowed for execution of work</p>	<p>15 days</p> <p>Twelve (12) months</p>
i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days
ii)	Mile stone	Not applicable
Authority to decide	Extension of time	SE, IWD, IIT, Kanpur. Or successor thereof
Clause 6A	Computerized Measurement of bills	APPLICABLE
Clause 7	Payment on intermediate certificate to be regarded as Advances	APPLICABLE
Clause 10A	Material to be provided by the contractor	APPLICABLE

Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	NOT APPLICABLE
Clause 10 C	Component of labour expressed as percentage of value of work	NOT APPLICABLE
Clause 10 CA	Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed	NOT APPLICABLE
Clause 10 CC	Increase/Decrease in Price of materials/wages	NOT APPLICABLE
Clause 11	Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	CPWD Specifications of all Civil items (CPWD Civil specification vol.1 and vol.2, 2019), with correction Slips issued up to the last date of receipt of tenders and as per NIT for Civil Works.
Clause 12: Type of work		Minor maintenance work .
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building works	Apply for building work	Not applicable
Clause 16	Competent Authority for deciding reduced rates: For Civil items	S.E., IWD IITKANPUR
Clause 17	Defect liability period	N/A.
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	As per requirement
Clause 32	Requirement of Technical Representative(s)	NA
The details of appointed engineers/technical staffs have to be verified and approved by Engineer- in-charge		

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-achieve of the milestones
1.	Not Applicable	-----	-----	-----

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, IWD 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

1.	Time allowed for execution of work	Twelve (12) months
----	------------------------------------	--------------------

Table 7 Authority to decide		
1.	Extension of time (EOT)	SE, IWD IIT Kanpur
2.	Rescheduling of milestones	SE, IWD, IIT, Kanpur
3.	Shifting of start in case of delay in handing over of site.	SE, IWD, IIT, Kanpur

Table 8 Requirement of Technical staff/Facility Manager					
Sl. No.	Qualification	Number	Minimum Experience in years	Designation	Rate at which the recovery shall be made from the contractor in the event of not fulfilling provision.
1.	Graduate / Diploma	1	8	Project / Planning / construction / billing Engineer (Civil)	Rs. 32000/- (Rupees Thirty Two Thousand only) per month, per person

2.	Graduate / Diploma	1	10	Project / Planning / construction / billing Engineer (Civil)	Rs. 36750/- (Rupees Thirty Six Thousand Seven Hundred Fifty only) per month, per person
----	--------------------	---	----	--	---

Note: Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 08 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 engineer.

8. SPECIAL CONDITIONS

The Contract is for “**ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR ENTIRE ACADEMIC AREA ZONE 3 AND ZONE 4 AT IIT KANPUR**”.

1. The tenderer should inspect and examine the site and its surroundings before submitting his tender.
2. The contract shall be drawn initially for a period of 12 (Twelve) Months (and extendable for a period of Two years on yearly basis based on satisfactory performance of work). However the institute reserves the right to terminate and completely extinguish the Works contract within this period from the date of commissioning. It will however issue 1 (one) month advance notice in writing of its intention to do so. The Institute reserves the right to appoint another agency for Works contract from the date of termination of contract.
3. Similarly the contractor shall be at liberty to seek termination of contract after the expiry of 1 (one) month from the date of commencement of the contract. It will however issue 1 (one) month advance notice in writing of its intention to do so.
4. The contractor shall appoint two Facility Manager (Minimum Qualification Diploma in Civil Engineering) for allocation of duty to the workers and for monitoring the works. He should be an experienced person with full knowledge of Construction and Maintenance works.
5. The Facility Manager appointed by the contractor shall report to the Junior Engineer/Assistant Engineer CUM Controlling officer for day-to-day basis and organize the works as per his directions.
6. The contractor shall appoint two Supervisors (Minimum Qualification Graduation) for monitoring the works.
7. No part of the contract shall in any manner or degree be transferred assigned or sublet by the contractor directly or indirectly to any person or firm. Violation of this condition shall render the contractor liable for penal action including termination of the contract and forfeiture of security deposit.
8. If the contractor does not commence any work in the manner described in the contract document or if at any time in the opinion of the Engineer-in-charge,
 - i) Fails to carry out the works in conformity with the contract document.
OR
 - ii) Substantially suspends the work without authority from the Institute. OR

- iii) Fails to carryout and execute the works to the satisfaction of the Institute.OR
- iv) Commits or permits breach any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing shall have been given to the contractor by the institute requiring such breach to be remedied.
- v) If the contractor shall abandon the works.

The in any such case, the Institute shall have the power to enter upon the premises, take possession thereof, to rescind the contract and to carry on with the works the contractor's workmen the supervisor, as the Institute in its absolute discretion may think proper, without making any payment to the contractor.

- 9. The contractor shall make its own arrangement for transportation of the staff to find from to the campus and to the site of work.
- 10. The contractor shall have to work under the overall control of the controlling officer and in close liaison with the Junior Engineer/Assistant Engineer.
- 11. If the contractor fails to commence the work on any day due to any reasons whatsoever, a penalty @ Rs. 5000 only per day of default shall be deducted from the monthly bill.
- 12. The contractor shall furnish to the controlling officer, bill in respect of the monthly charges for providing services under the contract, in the 1st week of every month. The Institute shall ensure payments within 10 (Ten) working days from the date of submission of bill. The contractor shall ensure that the wages are paid to its employees on or before 7th of every month.
- 13. The controlling officer shall endorse the following certificate of the monthly bills, before recommending it for payment to Engineer-in-charge.
 - i) "Certified that the contract during the period of the bill have been carried out as per the scope of work, terms & condition of the contract and to his entire satisfaction"
- 14. The contractor shall submit the bill along with the proof of having paid due wages to all the workmen engaged on the job during the preceding month.
- 15. The employees of the contractor shall carry personal identity cards issued by the contractor, while on duty. In addition to this the contractor shall furnish from time to time a complete list of employees, along with passport size photographs and their residential address, to the security

officer to the Institute.

16. If and whenever any of the contractor's employees shall, in the opinion of the officer-in-charge of the Institute, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that it is undesirable for administrative reasons for such persons to be employed in the work comprised in the contract, the contractor if so directed, shall remove such person from employment within a reasonable time. Any persons so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute.
17. Payment of final bill shall be made to the contractor within 30 days from the expiry/ termination of the contract, provided:
 - i) It is accompanied with the wage register/ESIC,EPF and EDLI register for the entire period of contract, duly authenticated by the controlling officer or his authorized representative.
18. No person below the age of 18 (eighteen) years shall be employed on the work.
19. The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central), Kanpur from time to time.
20. If the prescribed minimum wages are revised by the labour commissioner (Central), the contractor shall revise the wages of the workers accordingly. The difference in minimum wages, with respect to the wages applicable in the month of April and October shall be reimbursed to the contractor in addition to the contract amount. **No CP and OH shall be payable to the contractor over the enhancement of wages.**
21. The contractor shall be registered with Regional labour Commissioner (Central) and obtain license as per contract labour Act. 1976, within a reasonable time.
22. The contractor shall be solely responsible as regards to payment of wages/ salary, service conditions and terms & conditions of employment, In this connection he shall maintain requisite records and comply with all laws / enactment's, rule, regulations and orders applicable to the contractor's employees in general and in particular laws / enactment's, rule & regulations & orders dealing with employment of contract labour, payment of minimum wages, fire & safety regulations, security arrangements and such other rules & regulations as may be applicable at present or made applicable hereafter.

23. Drinking liquor within the Institute campus is strictly prohibited. Violation of this rule by the employees of the contractor shall render them liable for prosecution as per law and automatically disqualify them from deployment on the work.
24. The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the contractor, save and except an accident or injury resulting from any act or default of the contractor, save and except an accident or injury resulting from any act or default to the Institute. The contractor shall indemnify and deep indemnified the Institute against all such damage and compensation whatsoever in respect of or in relation there to.
25. The contractor's staff not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance to the statutory provisions of relevant labour laws applicable from time to time, in carrying out the works contract. The Institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the Institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from the payments due to the contractor.
26. The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment's viz minimum wages Act payment of wages Act, Industrial Dispute Act, Contract Labour (Regulation & Abolition) Act and all other labour & industrial enactment's at their own risk and cost in respect of all staff employed by them. The Institute shall be indemnified for any action brought against it for any violation/ non-compliance of any of the provisions of any of the Acts etc. The contractor shall maintain all records required to be maintained under the statutory enhancements. The controlling officer shall be entitled to inspect all such records at any time.
27. The workers shall report to Facility Manager and register their daily attendance. The attendance copy shall be submitted to Junior Engineer/Assistant engineer on daily basis.
28. The value of work shall be inclusive of the wages of the workers & supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract.
- 1) The contribution of EPF, EDLI & ESIC by the contractor shall be reimbursed on production of the receipt of deposit of the same in the office of competent authorities. Administrative expenses deposited by the contractor shall not be reimbursed.
 - 2) **Being an individual work contract no other tax is payable other**

than GST. The GST shall be paid extra as per applicable. No GST shall be paid on over the reimbursement of EPF, EDLI & ESIC.

29. All staff to be employed by the Agency/ Firm will be deployed in consultation with the Competent Authority through controlling office before their deployment for security clearance etc.
30. Conducting a survey for seepage related issues once in a year (October) for all residential/office/ laboratories/ facilities (as applicable) of the area under the scope. The issues like Cracks on gola and top of parapet, cleanliness and waterproofing of mummy roof, leakage from terrace tanks, damage of water proofing due to installation of various services on roof like Dish antenna, solar panels, etc or weed/vegetation must be surveyed. The detailed and verifiable survey report must be submitted within one month of completion of the job to JE/AE.
31. The agency must also create and deploy an Immediate Response Strategy for all types of emergencies within IIT Campus.
32. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
33. Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Controlling officer.
34. That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute.
35. In all day-to-day maintenance contracts (applicable to manpower supply contracts only) the contractor shall not quote below 3.85 % as service charge, any bidder quoting less than 3.85% service charge shall be "disqualified". This is as per Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India vide dated 06.01.2023 -Enclosed for reference.

9. SCOPE OF WORK

Name of work: The Contract is for ***“ANNUAL REPAIR AND MAINTENANCE CONTRACT FOR ENTIRE ACADEMIC AREA ZONE 3 AND ZONE 4 AT IIT KANPUR***

1. The contract is for day-to-day civil maintenance (only Works Contract) of the building assets listed above. The above-mentioned area is divided into Two zones (Zone -3 and Zone 4) and same will be operated in two different maintenance offices. Sufficient tools kits should be provided in each maintenance office separately as per requirement.
2. The work shall be carried out on all days, except Sunday and gazette holidays as Approved by the Institute. There will be no separate payment for National Holidays, e.g., Republic Day, Independence Day and Gandhi Jayanti, and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm.
3. The work shall include the following Manpower for annual repair and maintenance of works:
 - (a) The contractor shall engage the following labours on all working days.
 - Facility Manager(Diploma in civil) : 02 (Two)
 - Skilled labour (In the rate of Carpenter, Plumber, Glazier, Welder & Mason) : 19 (Nineteen)
 - Semi Skilled labour : 05 (Five)
 - Unskilled labour : 22 (Twenty Two)

The skilled labour of different trades shall be engaged on the basis of the day-to-day requirement. However, their number on any working day shall not exceed Nineteen. The requirement on an average day shall be typically as follows:

- Carpenter (on all working days) : 05 (Five)
- Plumber (on all working days) : 04 (Four)
- Glazier (only occasionally) : 1 (one)
- Mason (on all working days) : 02 (Two)
- Welder (on all working days) : 02 (Two)
- Multi skilled (on all working days) : 04 (Four)
- Supervisor : 02 (Two)

The required minimum qualification and experience for Facility Managers are as follows:

- (a) A Facility Manager of grade 2 shall have a diploma in engineering with at least 08 years of relevant work experience.
- (b) A Supervisor shall have an excellent managerial abilities on top of being

a skilled worker as described next. A supervisor must be able to supervise the work of other skilled workers.

- (c) A skilled worker (e.g., mason, plumber, glazer) shall have already have specialized abilities and must possess a comprehensive knowledge in the domain. Such worker should be capable of working efficiently of exercising considerable independent and judgement. A working experience of at least 10 years in the relevant field with acquired ability or possessing ITI certificate in allied area with 2 years of experience can be considered for a skilled worker.
- (d) A multi-skilled worker must be a skilled worker and must have skills in more than one aspect such as (technical fields, experience in maintaining diary despatch log, good liaison capacity with all departments, maintaining computer database, experience in various office, laboratory, and sundry works).

The above required man power shall not be decreased in any working day i.e. 46 (Forty Six) and deduction will be made by the current rate of supply for less number of man power including the contractor's profit 7.5%.

The Facility Manager shall manage the civil enquiry and receive the complaints from the occupants.

- i) He shall prepare a docket, in prescribed Performa, for each complaint and allocate the work to the respective skilled workers. The worker shall carry the docket while entering the premises of the complaints.
- ii) The distribution of docket shall be done once in forenoon and once in afternoon. He has ensure the following time table for attending of complaint:
 - o Minor repair work: Same day if the complaint is received before 12 Noon
 - o Minor repair work: Next day if the complaint is received after 12 Noon
 - o Complaint requiring non-regular skilled worker
 - o (Glazier, Mason, Painter) : 2 days
 - o Complaints requiring non-stock material : 2 days
- iii) The Facility Manager shall refer the complaint of major nature, requiring administrative approval and financial sanction, to the controlling officer for further necessary action. Such complaints should be forwarded as and when they are received without causing any delay.
- iv) The Facility Manager shall supervise the repair work and liaison with the complaint, after distributing the complaint so as to ensure timely completion, good quality work and for securing user satisfaction.
- v) He shall anticipate the requirement of materials for attending routine complaints, for a period of 1 (one) month at a time and submit the indent to the controlling officer for arranging the materials.

- vi) The Contractor shall arrange all the equipment's (Machinery and Tools) related to the work at his own expenses. Tool kits with proper working conditions in all times at the designated maintenance office(s).

The suggestive list of T & P to be provided to Skilled Workers (Plumber / Carpenter /Mason / Glazier / Painter/ Welder) are as follows:

- (a) Portable welding Machines-
- (b) Drill Machine - HILTI / BOSCH or Equivalent
- (c) Glass Cutter
- (d) Tile cutting Machine- BOSCH Make or Equivalent
- (e) Power Hammer
- (f) Tool Kit for Mason / Plumber/ Glazier/ Carpenter for each worker one tool kit set.
- (g) Trolley Rikshaw manual driven
- (h) All safety gadgets ISI marked only are required to be provided to all workers.
- (i) Aluminum Ladder Approx Height 25'00".
- (j) Hand griender.
- (k) First Aid Kit.

All tools and equipment should be functional and in good working condition at all times. Only documentary evidence will be acceptable for conditions and functionality of equipment. No assistance of any kind shall be made available by Institute for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority in writing. The register indicating machines numbers etc. For identification will be prepared on the day of start of work and will be open for inspection by. Competent Authority through SE, IWD.

- vii) The controlling officer shall arrange the materials within 5 (five) working days so as to ensure that the routine repair work is not held up for want of materials.
- viii) The Facility Manager shall keep the materials in his safe custody under lock and key and personally ensures that the inventory is properly accounted for.
- ix) The controlling officer shall take stock of the inventory once in a month. The cost of short fall of the stocks, if any shall be recovered from the contractor at the purchase price.
- x) The Facility Manager shall obtain the acknowledgement of the complaint on the docket in order to authenticate the material consumed and the complaint attended satisfactory.
- xi) The recovered materials should be deposited in the enquiry on all handled over to controlling officer, once every month for further disposal. A record of the same have to be maintained on weekly basis with due signature of controlling officer.
- xii) The Facility Manager shall report to the controlling officer on all working

days and work as per his instructions and guidance.

- xiii) The contractor shall engage only experienced and highly skilled artisan to execute good quality work.
- xiv) The contractor shall be held responsible if there is unusually high quantum of wastage of materials. The controlling officer shall determine the legitimate wastage and recover the cost of excess wastage if deemed necessary.
- xv) The civil enquiry shall be opened by the Facility Manager at 09.00 hrs. and closed at 18.00 hrs. on all working days. The workers shall be allowed shall be allowed lunch break of 60 minutes from 13.00 hrs. If due to any reason, some sums of the workers are required to perform the duty beyond 17.00 hrs on any given day. However workers may be called for the emergency work any time beyond normal working hours. The contractor shall be paid for this extra emergency work and same shall be compensated by the Institute.
- xvi) The Facility Manager shall ensure that the site of work is left clean and free of debris after the completion of work. Any complaint on this account from the user shall be viewed seriously.

Cleaning:

- a) The following areas of a building/structure must be cleaned: Inlet of rainwater pipes, khurra, chajja/sunshade top, outlet of rainwater pipes, plinth protection and drains.
- b) All roof tops should be cleaned.
- c) Cleaning should be done to remove malwa/leaves/vegetation and make sure that the water logging does not happen in all building/facilities (as applicable) of the area under the scope.
- d) Cleaning should be done Two times in a year.
- e) The detailed report of cleaning must be submitted in office of The controlling officer.
- xvii) The complaint shall be attended on first come first serve basis.
- xviii) The Facility Manager shall maintain up to date the complaint register, record of dockets, indent book and other records as may be required by the controlling officer. The maintenance of record shall not be kept pending beyond the weekend.
- xix) The controlling officer shall have the right to assign any other duty or work at any other building, if so required under contingent circumstances.
- xx) The contractor must provide a dress code for his workers.
- xxi) 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.

Code of conduct for Personnel:

The Agency shall strictly observe that its personnel:

1. Are always neatly dressed in uniforms
2. Are punctual and arrive at least 15 minutes before start of duty time
3. Take charge of duties properly and thoroughly and be vigilant all the time.
4. Perform their duties with honesty and sincerity.

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

xxii) **Bill**

1. The Agency shall submit relevant documents for monthly bill as listed below:
 - a) List of employees with daily attendance sheet of manpower engaged by the agency during the month.
 - b) The proof of wages paid. The Agency shall ensure that wages are paid in full to all the employees with all the benefits such as ESIC,EDLI and EPF. Daily wages to be paid to the workers shall not be less than the Minimum Daily Wages notified / fixed by Labour Department of Central Govt. from time to time under any circumstances. The payment should be made through RTGS /online transaction a record of that should be kept in a Register which may be examined by the Institute at any time.
 - c) The Agency/Firm shall make payments to his employees with details on pay slips Which should be given to his employees at the time of payment.
 - d) Copies of authenticated documents of payments of such contributions to EPF,EDLI/ESIC.
 - e) A Separate challan must be submitted for the payments of ESI,EDLI & EPF of its employees deployed only at the Institute for the specific

- work agreement.
- f) The Agency shall also prepare a register indicating all payments/dues in respect of all the employees and submit a copy along with the monthly bill.
 - g) The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
2. The Agency shall submit to Institute monthly bills by or before the 7th day of following month with all supporting documents.
 3. All taxes and levies as per Central/State laws and rules will be deducted/payable from/on the gross amount of the bill during the contract period.
 4. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
 5. EPF,EDLI & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF ,EDLI& ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed. **No GST shall be paid on over the reimbursement of EPF, EDLI & ESIC.**
 6. Agency/ Firms will apply to the Labour Commissioner for obtaining a Labour License as applicable and nothing extra shall be paid, to Agency by IIT Kanpur. Agency/ Firms will submit a copy of license to Competent Authority.
 7. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk and cost of the Agency/ Firms.
 8. Labour License: The lowest bidder has to submit the labour License within one month date of award of work

10. RESPONSIBILITY OF THE INSTITUTE

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

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

11. 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.

12. ACTS AND LAWS

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
2. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
3. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as applicable) payable to such authorities for carrying out the work, shall be borne by the Contractor.
4. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Institute and its officials & employees against any claim and /or liability

arising out of violations of any such laws, ordinances, orders, decrees, by himself/herself or by his/her employees or his/her authorized representatives. Nothing extra shall be payable on these accounts.

5. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.
6. 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.
7. The Agency shall comply with all orders and directions of the local bodies or Municipality, issued in accordance with law, and abide by their rules and regulations and pay all fees and charges, which they may be liable to pay.
8. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
9. 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.
10. 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.
11. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.
12. Agency/Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Firm, and it shall not involve the Institute in anyway whatsoever.
13. In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund

expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.

14. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute. Agency shall hold valid labour license during the contract period.

13. LABOUR AND LAWS

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

14. 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 primary 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.

15. 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.

16. 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.

17. 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.

18. JURISDICTION OF COURTS

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

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/MAN/410

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 22.10.2021

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

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


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

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

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

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

This issues with the approval of competent authority.


(वी.पी. सिंह) 22/10/2021

अधीक्षण अभियंता(सी.एंड एम.)
e-file 9116587

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

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

ANNEXURE-I: MODIFIED PROVISIONS IN CPWD WORKS MANUAL 2019 REGARDING TESTING CHARGES TO BE BORNE BY CONTRACTOR.

No.F 6/1/2023-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264 C, North Block, New Delhi.
Dated the 6th January, 2023.

OFFICE MEMORANDUM

Subject: Proposal on Minimum Floor price for minimum wage based Manpower Outsourcing Service.

The undersigned is directed to refer to Government e-Marketplace (GeM) OM No. 9/JS&ACEO/2022 dated 22.12.2022 regarding the subject cited above and to say as under:

- a. The minimum service charges in the procurement of Manpower Outsourcing Service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present) as proposed by GeM.
 - b. The procuring entities can also fix the service charge above 3.85% with proper justification on file, wherever required. However, such charges should not exceed 7% (including transaction charges) in any case.
 - c. Least Cost System (LCS) may be considered for procurement, wherever appropriate, especially in high value cases.
2. This issues with the approval of Finance Secretary.

Wp
6/1/23
(Kanwalpreet)
Director (PPD)
Tel.No. 2309 3811
email: kanwal.irss@gov.in

To

Shri Prashant Kumar Singh,
Chief Executive Officer,
Government e-Marketplace,
2nd Floor, Jeevan Bharati Building,
Janpath, New Delhi.
e-mail: ceo-gem@gov.in

Annexure-II: Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India vide dated 06.01.2023

