INDEX

Name of Work: Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A

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<th>Description</th>
<th>Page</th>
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NIT amounting to Rs. 397346/- (Rupees Three Lac Ninety Seven Thousand Three Hundred Forty Six Only) is approved.

[Certified that this N.I.T. contains 19 (Nineteen pages only)].

Assistant Executive Engineer
I.W.D. Division-I
I.I.T., Kanpur

Executive Engineer
I.W.D. Division-I
I.I.T., Kanpur
Indian Institute of Technology Kanpur

IN INDIAN INSTITUTE OF TECHNOLOGY KANPUR
INSTITUTE WORKS DEPARTMENT
CENTRAL OFFICE
Notice Inviting e-Tenders No. 01/ C/ D1/ 2015-16

The Executive Engineer, IWD, IIT Kanpur invites on behalf of Board of Governors of IIT Kanpur online percentage rate tenders on single bid system for following work:-

1. NIT No. 01/C/D1/2015-16/01, Name of work: Providing boundary wall with gate at DG house no. 1 behind sub station no. 1 adjacent to deep tube well no. 3, Estimated cost Rs. 304451/-, Earnest money Rs. 6089/-, Period of completion 3 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.
2. NIT No. 01/C/D1/2015-16/02, Name of work: Setting right of vacant house no. 234, 282 and 288 Type-II, Estimated cost Rs. 232339/-, Earnest money Rs. 4647/-, Period of completion 3 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.
3. NIT No. 01/C/D1/2015-16/03, Name of work: Setting right of vacant house no. 78-A, 79-A, and 80-A, Estimated cost Rs. 288623/-, Earnest money Rs. 5772/-, Period of completion 2 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.
4. NIT No. 01/C/D1/2015-16/04, Name of work: Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A, Estimated cost Rs. 397346/-, Earnest money Rs. 7947/-, Period of completion 2 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.
5. NIT No. 01/C/D1/2015-16/05, Name of work: Setting right of vacant house no. 65-A and 66-A, Estimated cost Rs. 176459/-, Earnest money Rs. 3529/-, Period of completion 2 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.
6. NIT No. 01/C/D1/2015-16/06, Name of work: Setting right of vacant house no. 257 and 262, Estimated cost Rs. 509295/-, Earnest money Rs. 10186/-, Period of completion 2 months, Last time and date of submission of bid 3.30 PM on 17.04.2015.

The bid forms and other details are available on website www.iitk.ac.in/iwd/tenderhall.htm, www.tenderhome.com. But the bids can only be submitted online on www.tenderwizard.com/IIT.

No. IWD/Div-I/06 Dated: 08.04.2015 Executive Engineer
# INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF CONTRACT AGREEMENT

The Executive Engineer, IWD Division-I, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tender from empanelled contractors of I.I.T. Kanpur for the following work(s):

<table>
<thead>
<tr>
<th>S. No.</th>
<th>NIT NO.</th>
<th>Name of work and location</th>
<th>Estimated cost put to tender</th>
<th>Earnest Money</th>
<th>Period of Completion</th>
<th>Last date &amp; time of submission of tender</th>
<th>Period during which EMD, Cost of Tender Document, e-Tender Processing Fee and other Documents shall be submitted</th>
<th>Time &amp; date of opening of tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01/C/D1/2015-16/04</td>
<td>Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A</td>
<td>Rs. 397346/-</td>
<td>7947.00</td>
<td>2 Months</td>
<td>Upto 3:30 PM on 17.04.2015</td>
<td>Upto 3:30 PM on 20.04.2015</td>
<td>At 3:30 PM on 21.04.2015</td>
</tr>
</tbody>
</table>

1. The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

2. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

3. Information and Instructions for tenderer posted on website shall form part of tender document.
4. The bid document consisting of plans, specifications the schedule of quantities of varies types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm and www.tenderhome.com free of cost and shall be submitted on line on website www.tenderwizard.com/IIT other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-I, IIT, Kanpur between hours of 10:00 AM to 5:00 PM from 09.04.2015 to 16.04.2015 every day except on Saturdays, Sundays and Public Holidays free of cost.

5. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

7. The intending tenderer must have valid class-III digital signature to submit the tender.
   
   i) On opening date, the contractor can login and see the tender opening process. After opening of tenders he will receive the competitor tender sheets.

   ii) Contractor can upload documents in the form of JPG format and PDF format.

   iii) Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”.

Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO).

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

- Copy of empanelment with the IIT Kanpur
- E.M.D. and Bank drafts of tender cost & processing fee.
**FORM-6 FOR e-Tendering**

The Executive Engineer, IWD, Division-I, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tenders from approved and eligible empanelled contractors of IITK for the following work(s): **Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A.**

1. The work is estimated to cost Rs. 397346/- - This estimate, however, is given merely as a rough guide.

2. **Criteria of eligibility**
   
   The empanelled contractors of IIT Kanpur are eligible to submit their tender.

3. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.iitk.ac.in. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

4. The time allowed for carrying out the work will be **2 Months** from the date of start as defined in schedule ‘F’.

5. The site for the work is available.*

6. The bid document consisting of plans, specifications the schedule of quantities of varies types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm and www.tenderhome.com free of cost and shall be submitted on line on website www.tenderwizard.com/IIT other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-I, IIT, Kanpur between hours of 10:00 AM to 5:00 PM from 09.04.2015 to 16.04.2015 every day except on Saturdays, Sundays and Public Holidays free of cost.

7. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

8. While submitting the revised tender, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

9. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker’s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Director, IIT, Kanpur along with Bank Guarantee of any Scheduled Bank wherever applicable.

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

(i) **Cost of Tender Document - Rs. 525/-** drawn in favour of the Director IIT, Kanpur

(ii) **e-Tender Processing Fee - Rs. 843/-** drawn in favour of "ITI Limited" payable at Delhi through e-payment. No other mode of payment is acceptable.

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

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

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer after last date & time of submission of tender. The documents submitted shall be opened at 3.30 PM on 20.04.2015.

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

The tender submitted shall be opened at 03:30 PM on 21.04.2015.

10. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:

   (i) The tenderers is found ineligible.

   (ii) The tenderers does not upload all the documents as stipulated in the tender document.

   (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

11. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than 10000/-) or Deposit at Call receipt of any scheduled bank / Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than ` 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period**
as indicated in Schedule ‘F’, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

12. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the Board of Governors, IIT, Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

15. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.

16. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the
Government of India as aforesaid before submission of the tender or engagement in the contractor’s service.

18. The tender for the works shall remain open for acceptance for a period of **ninety (90) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.

19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

Executive Engineer

For & on behalf of the Board of Governors, IIT, Kanpur
Tender for the work of:
Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A

TENDER

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

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

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

A sum of Rs. 7947/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule ‘F’ and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

Dated ______**_________ **Signature of contractor
Postal Address **
Witness: **
Address: **
Occupation: **
Operative schedules shall be supplied separately to each intending tenderer.

**SCHEDULE ‘A’**

Schedule of Quantities: Page 1 to 1

**SCHEDULE ‘B’**

Schedule of materials to be issued to the contractor:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Rates in figures &amp; words at which the material will be charged to the contractor</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement</td>
<td>As per actual consumption, Rs. 228/-</td>
<td>IWD, Store, IITK</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE ‘C’**

Schedule of Tools and Plants to be hired to the contractor

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Hire charges per day</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>------------</td>
<td>---------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>------------</td>
<td>---------------------</td>
<td>----------------</td>
</tr>
</tbody>
</table>

----------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.

<table>
<thead>
<tr>
<th>Name of Work:</th>
<th>Setting right of vacant house no. 35-A, 73-A, 74-A, 75-A, and 76-A</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Estimated cost of the work:</th>
<th>Civil Items of Work</th>
<th>Rs. 397346.00</th>
</tr>
</thead>
</table>
available general security money with the Institute. But the lowest tenderer have to submit 2% security as a EMD at the time of agreement.

<table>
<thead>
<tr>
<th>Performance Guarantee</th>
<th>i) Work upto Rs. 8.75 Lac</th>
<th>5% of tendered value shall be required to be submitted at the time of agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii) Work above Rs. 5.00 Lac</td>
<td>Empanelled contractors have to deposit 2% EMD with the tender.</td>
<td></td>
</tr>
</tbody>
</table>

**Security Deposit**

5% of the tendered value of the work in addition to 5% of the performance Guarantee.

**General rules and direction:**

<table>
<thead>
<tr>
<th>Officer inviting tender</th>
<th>Executive Engineer, IWD, IIT, Kanpur</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 &amp; 12.3</td>
<td>See at appropriate clause under definitions</td>
</tr>
</tbody>
</table>

**Definitions:**

2(v) **Engineer-in-Charge**

For Civil items of work

2(vi) **Accepting Authority**

Executive Engineer, IWD, IIT, Kanpur

2(vii) **Percentage on cost of materials and labour to cover all overheads and profits**

Superintending Engineer, IWD, IIT, Kanpur

15%

2(viii) **Standard Schedule of Rates:**

Civil Items of Work: D.S.R. 2014 with up to date correction slips

2(ix) **Department:**

Central Public Works Department

2(x) **Standard CPWD contract Form:**

GCC 2010, CPWD form-7 as modified & corrected up to 08.04.2015 (Whether correction vide latest circulars are incorporated or not in this document).
| Clause 1 | i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance | 15 Days |
| Clause 1 | ii) Maximum allowable extension beyond the period as provided in i) above | 7 Days |

| Clause 2 | Authority for fixing Compensation under Clause 2 | Superintending Engineer, IWD, IIT, Kanpur. Or successor thereof |

| Clause 2 A | Whether Clause 2A shall be applicable | No |

| Clause 5 | i) Number of days from the date of issue of letter of acceptance for reckoning date of start | 22 Days |
| Clause 5 | ii) Time allowed for execution of work | 2 (two) Months |

| Authority to decide | Extension of time | Superintending Engineer, IWD, IIT, Kanpur |

| Clause 6/ 6A | Only clause 6 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 (other than cement, reinforcement bars and structural steel) for which All India Whole sale price Index is to be followed. |
| Clause 10 CA | Base price of all the materials covered under clause 10 CA is not mentioned as this clause is not applicable. |
| Clause 10 CA | 1. Cement (PPC) | Nil |
| Clause 10 CA | 2. Steel | NIL |

| Clause 10 CC | Increase/Decrease in Price of materials/wages | Not Applicable |
Clause 11 Specification to be followed for execution of work:

For Civil items of work CPWD Specifications 2009 Vol. 1 and Vol. 2 with up to date correction slips.(Hereinafter called CPWD specifications also)

Clause 16 Competent Authority for Deciding reduced rates:

For Civil items of work

Superintending Engineer,
IWD, IIT, Kanpur

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site.

Not Applicable

Clause 36 (i) Requirement of technical Representative(s)

For supervision of civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.

Clause 42

i) a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2013 printed by CPWD

D.S.R. 2014 (with up to date correction slips)

ii) Variations permissible on theoretical quantities

- Cement for works with estimated cost put to tender not more than Rs. 5 lakhs.
  For works with estimated cost put to Tender is more than Rs. 5 lakhs
  - 3% plus/ minus
  - 2% plus/ minus

- Bitumen all works
  - 2.5% plus only & nil on minus side.

- Steel reinforcement and structural steel Sections for diameter, section and category.
  - 2% plus/ minus.

- All other materials
  Nil
ADDITIONAL TERMS & CONDITIONS

The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.

1. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.

2. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.

3. The rates for all items of work shall unless clearly specialized otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item. The contractor(s) shall quote all inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.

4. The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.

5. Huts for labour are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.

6. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.

8. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked / collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
9. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery’s and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

10. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

11. In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.

12. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.

13. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

14. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the departments and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.

15. Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.

16. Temporary Electric connection shall be issued as per request and the water charges shall be recovered as per rule.

17. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

18. Contractor shall have to brought at least 50% quantity of total premium acrylic smooth exterior silicon additives paint and water proofing cement paint and shall deposit it in the custody of concerned site Engineer before start of work. The consumption shall be monitored by the Department. All empty drums shall have to be kept till completion of work.

19. Contractor has to make a sample of exterior painting on the surface of wall and after getting approval from the competent authority, he has to finish the rest of work accordingly as per satisfaction of Engineer-in-charge.
20 The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.

21 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing/new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.

22 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

23 On completion of work, the contractor shall submit at his own cost four prints of “as built” drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:

   a) Run of all piping and their diameters including soil waste pipes & vertical stacks.

   b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections up to outfall.

   c) Run of all water supply lines with diameters, location of control valves, access panels etc.

   **If above said drawings are not submitted by the contractor within the above specified time then final bill will not be paid and Security Deposit shall not be released.**

24 Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.

25 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.

26 The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there of is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.

The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.

Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.

The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.

The rate of items of flooring is inclusive of providing sunk flooring at bath rooms kitchen etc. and nothing extra on this accounts is admissible.

No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.

For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
| 36 | The Plinth Level of Building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level with be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractors rates quoted for all these items shall, therefore, the deemed to cater for extra height of plinth. |
| 37 | 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. |
| 38 | The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone masonry & stone cladding works, stone flooring, structural glazing, PVDF coating aluminium composite panel and other specialized flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items. |
| 39 | Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. |
| 40 | Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season. |
| 41 | The rate for all items in which the use of cement is involved is inclusive of charges for curing. |
| 42 | The Service Tax shall be applicable as per law of land. |
| 43 | The quoted rates shall be inclusive of Trade Tax on works contract. The VAT shall be deducted from the bills of the contractor at the prescribed rates as approved by the U.P. Govt. |

**Signature of contractor**

**Address:**