

Name of work

**Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**

BID DOCUMENT



Superintending Engineer,  
& Head, IWD  
Indian Institute of Technology, Kanpur  
June, 2026

## Indian Institute of Technology Kanpur

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**It is certified that this document contains 64 pages**

**Superintending Engineer**

## 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: **22/EE/Elect/2026-27**

1	Name of work	:	<b>Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.</b>
2	Estimated cost (inclusive of GST)	:	<b>Rs. 90,54,066/-</b>
3	Earnest Money Deposit(Rs.)	:	<b>Rs. 1,81,081/- (The Director, IIT `Kanpur)</b>
4	Duration of contract	:	<b>Twelve (12) months</b>
5	Last Time & date of submission of bids (Up to)	:	As per CPP portal data ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
6	Opening of bids	:	As per CPP portal data ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
7	Time allowed for submission of requisite documents by lowest bidder	:	Within <b>One week</b> of opening of financial bids

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

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

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

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

Superintending Engineer

## 2. Information and Instructions for Bidders for E-Tendering

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.

1	Name of organization	:	Indian Institute of Technology Kanpur
2	NIT No.	:	22/EE/Elect/2026-27
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	:	Electrical
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 technicalbid
18	Earnest Money Deposit (EMD)	:	<b>Rs. 1,81,081/-</b> scanned copy as a proof of EMD deposition to be uploaded with e-Tendering website by the bidder within the period of bid submission. This should be in the form of a bank guarantee (including e-bank Guarantee) or Banker's Cheque or Demand Draft (DD) or Fixed Deposit receipt issued by Scheduled Commercial Bank or Nationalized Bank in favour of "The Director, IIT Kanpur" Payable at Kanpur shall be scanned and uploaded to the e-

		tendering website by the bidder within the period of bid submission. The hard copy of earnest despite receipt (EMD) shall be submitted in the office of Superintending Engineer, Central Office IWD, IIT Kanpur (except in case of e-bank Guarantee) before the date and time of opening of technical bids as specified in the bid document.
20	No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
21	Address for communication	: Office of Superintending Engineer, IWD, IIT Kanpur-208016 Contact no. 0512-259-7725
22	Email address	: <a href="mailto:seiwd@iitk.ac.in">seiwd@iitk.ac.in</a> ; <a href="mailto:kpradeep@iitk.ac.in">kpradeep@iitk.ac.in</a>

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

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from [www.eprocure.gov.in](http://www.eprocure.gov.in)
3. But the bid can only be submitted proof of submission of EMD.
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. The rates for all items of work, 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 (inclusive of GST), cess, duties, levies etc. required for execution of the work.
14. If claimed, The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
15. The description of the work is as follows: **“Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**
16. The work is estimated to cost **Rs. 90,54,066/-** i/c GST. However, this estimate given is mere approximation for guide.
17. The cost of man power engaged for operation has been calculated on 26 m Man days basis. However, payment shall be made on actual basis as per the terms and condition of the contract.
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](http://www.cpwd.gov.in). Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
19. The site for the work will be handed over as per the special terms and conditions of the document.
20. An approval programme of completion submitted by the contractor after award of work based on the milestone given in the tender.

21. 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](http://www.eprocure.gov.in) free of cost.
22. After submission of the bid the contractor can re-submit revised bid any number of times but before the last date and time of submission of bid as notified.
23. 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 the last date and time of submission of bid as notified.
24. Earnest Money Deposit receipt scanned copy shall be uploaded to the e-Tendering website within period of submission (except in case of e-bank Guarantee).
25. Copy of documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
26. The bid submitted shall be opened as per the details provided in the CPP portal at IWD office. The date of opening of Financial Bid shall be informed through website after the opening of financial bid
27. The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.
  - (ii) If the bidder does not deposit original EMD to the office of Executive Engineer, Electrical Division, IWD, IIT Kanpur within the due date of submission (except in case of e-bank Guarantee).**
  - (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 (if applicable), the tender shall be treated as invalid and will not be considered as lowest tenderer.
28. Performance Guarantee (PG) shall be 5% of the estimated cost put to tender (ECPT) or contract amount whichever is higher, valid up to stipulated date of completion and Six (6) months beyond that. Following conditions shall also be applicable:
  - a) A bid will be treated abnormally low if the quoted amount is lesser than 80% of estimated cost put to tender.
  - b) Requirement of Additional proforma Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG).
  - c) The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is "A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A)."
  - d) The Additional Performance Guarantee (APG) shall be in the prescribed

format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. Of APG shall be same as that of PG.

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 aforesaid 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. Intending bidders are advised to inspect and examine the site 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 site 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.
32. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., **Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA** to the work as approved by the competent authority and various policies related to C&D waste and other environmental guidelines of the institute pertaining to the. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. In case of reduction of scope of work or no work is possible to carry out on account of such issues, no cost shall be payable to them. Submission of a bid by the bidder implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the

work.

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.

41. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
42. The bid document will include the following components:
  - (a) CPWD-7 and CPWD-6 including Schedule A to F for all the components of the work, Standard General Conditions of Contract for CPWD 2023 as amended/modified up to last date of submission of the bid.
  - (b) General / specific conditions, specifications applicable to all components of the work.
43. The eligible bidders shall quote percentage rates after considering all the components of the work.
44. After acceptance of the bid by competent authority, the Executive Engineer, IWD shall issue letter of award on behalf of the Board of Governors to the contractor. After the work is awarded, the contractor will have to enter into one agreement with Executive Engineer, IWD. One such signed set of agreement shall be handed over to Engineer-In-Charge as applicable.
45. Entire work under the scope of bid shall be executed under one agreement.
46. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of these technical staff will be as per execution of work and direction of the Executive Engineer, IITK.
47. The bill for work components shall be facilitated by Engineer-in-Charge to the contractor.
48. The work shall be treated as complete when all the components of the work are complete.
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. In case of reduction in scope of work claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall not be entertained.
51. 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
52. The mentioned work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.
53. 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.

54. 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.

55. Payment shall be made on submission of monthly running bill.

## **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. 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.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The

confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **2.2.5 Assistance to bidders**

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

#### **2.2.6 General instruction to bidders**

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

Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

Superintending Engineer

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

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

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

#### **2.3.1 Envelope - 1: Technical Bid**

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

1. EMD scanned copy shall be submitted along with the technical bid\*\*
2. GST Registration Certificate.
3. Having authorized dealership certificate (sales & service) from Kirloskar / Greaves Cotton / Perkins which are OEM of DG sets.
4. Copy of EPF & ESI Registration
5. Copy of PAN card
6. Affidavit for not being blacklisted/debarred/restrained as per 5.1
7. Performance report of works executed as per 5.2 or Completion certificate issued by competent Authority.
8. Structure and Organization of the Agency as per 5.3
9. Declaration on Details of the Bidder(s) as per 5.4
10. Details of Similar Nature of Works Completed as per 5.5
11. Declaration about Site Inspection as per 5.6
12. Letter of Transmittal as per 5.7
13. Tender Certificate as per 5.8
14. Tender Acceptance Letter as per 5.9
15. CPWD-7 5.10
16. Financial Information as per 5.11
17. Bankers certificate as per 5.12 (minimum 40% of estimated cost put to tender) Or Net Worth Certificate (minimum 10% from certified Chartered Accountant with UDIN) as per 5.13

**\*\*The bidder must provide an Earnest Money Deposit (EMD) for the amount specified in the tender document. This should be in the form of a bank guarantee (including e-bank Guarantee) or Banker's Cheque or Demand Draft (DD) or Fixed Deposit receipt issued by Scheduled Commercial Bank or Nationalized Bank in favour of "The Director, IIT Kanpur" Payable at Kanpur shall be scanned and uploaded to the e-tendering website by the bidder within the period of bid submission. The hard copy of earnest despite receipt (EMD) shall be submitted in the office of Superintending Engineer, Central Office IWD, IIT Kanpur (except in case of e-bank Guarantee) before the date and time of opening of technical bids as specified in the bid document.**

**Due date for EMD hardcopy submission is 04.07.2026 @ 15.30Hrs**

### **2.3.2 Envelope - 2: Financial Bid**

Price bid should be submitted in BOQ format

## **3. Eligibility Criteria**

### **3.1 Eligibility criteria for contractors**

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

#### **Eligible Bidders**

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

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

Average annual financial turnover of works should be at least 30% 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.

#### **2. Bankers Certificate- 40% of the estimated cost put to tender as per 5.12 Or**

Net-Worth certificate of minimum 10% of the estimated cost put to tender issued by certified chartered Accountant with UDIN as per 5.13

#### **3. Experience:**

Firms/Contractors must have completed satisfactorily

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

Or

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

Or

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

Works completed during last 7 years ending last day of the month previous to the one which application are invited.

And

One completed work of similar nature costing not less than the amount equal to 40% of the estimated cost put to tender (either part of above or a separate one) with Central Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ State Government Department/ State Autonomous Body/ State Public Sector Undertaking.

4. **Definition of similar work:** Similar type of work means “Maintenance & servicing of Diesel generator sets of 500 KVA & above and associated control system panel.”
5. **Having authorized dealership certificate (Sales & service) from Kirloskar / Greaves Cotton / Perkins which are OEM of DG sets.**
6. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of bids.

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

1. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.
2. **Registration:** Bidder should be registered with the Income Tax Department (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.

## **4.2 Financial Bid Evaluation**

For financial bids, the following points shall be followed:

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

### **NOTE**

The institute 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.

## **4.3 Selection Criteria :**

Contract award shall be based on the lowest financial bid (L1) among all technically qualified bidders.

### **Notes:**

1. In case of tie during evaluation, the highest audited average turnover of the last three (03) financial years as a criterion to award the contract to avoid ambiguity or conflict among the bidders.

## **5. Various Forms and Formats**

### **5.1 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

## **5.2 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 Superintending Engineer or Equivalent

Dated:

### **5.3 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**

## 5.4 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	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
15	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes give details of the case
16	Details of any litigation in which the applicant is / was involved.	:	
17	All forms submitted as desired in the	:	Yes / No

	bid		
18	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:

### 5.5 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 contractor needs to submit the supporting documents

Sr. No	Name of work / project and location	Owner s or sponso ring organ ization	Const of work in crores of ru pees	Date of comme nce ment as per con tract	Stipulat ed date of complet ion	Actual date of complet ion	Litigatio n/ arbitratio n cases pending /in Progress with details*	Name and address / tele- phone 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.

Signature of bidder with seal

Dated:

## 5.6 Declaration about Site Inspection

### Declaration about Site Inspection

(By Bidder)

To

The Superintending Engineer,

IWD, IIT,

Kanpur

**Subject: Submission of Tender for the work of “Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**

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)

## 5.7 Letter of Transmittal

To  
The Superintending Engineer,  
IIT, Kanpur- 208016

**Name of Work: Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**

Dear Sir/Madam

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

- 5.9.1 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
- 5.9.2 I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 5.9.3 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.
- 5.9.4 I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

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

### 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:

**5.8 Certificate for Tender**

(To be given on Company Letter Head)

Dated:

To,  
The Superintending Engineer  
IIT Kanpur-208016

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017Tender Reference No:

.....

Name of Tender / Work: .....

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

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

(Signature of the Bidder, with Official Seal)

**5.9 Tender Acceptance Letter**

(To be given on Company Letter Head)

Date: .....

To,  
The Superintending Engineer  
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 / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## 5.10 CPWD-7

### CPWD-7

#### PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “:Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.

1. To be uploaded as per details uploaded in CPP portal at [www.eprocure.gov.in](http://www.eprocure.gov.in)
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

## 5.11 Financial Information

### Proforma for providing Financial Information

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

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

<b>Financial Years</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Gross Annual turnover</b>			
<b>Profit/Loss</b>			

Signature of Chartered Accountant with Seal

Signature of bidder

**5.12 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.

**5.13 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 31.3.2025 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 31.3.2025.

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

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

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

.....  
(Date & Seal)

## 6 Proforma of Schedules

Operative schedules shall be supplied separately to each intending tenderer

<b>SCHEDULE “A”</b>	Schedule of Qty	Uploaded separately
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### 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 -----

<b>SCHEDULE “D”</b>	Extra schedule for specific requirements/document for the work, if any:	As attached in tender form.
<b>SCHEDULE “E”</b>	Schedule of component of other Materials, Labour, POL etc. for price escalation	<b>N. A.</b>
<b>SCHEDULE “F”</b>	Reference to General Conditions of contract.	
<b>Name of Work:</b>	<b>Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.</b>	
<b>Estimated cost of the work:</b>	<b>Rs. 90,54,066/- (i/c GST)</b>	
<b>Earnest money</b>	<b>Rs. 1,81,081/-</b>	
<b>Performance Guarantee</b>	<p>1. Performance Guarantee (PG) shall be 5% of the estimated cost put to tender (ECPT) or contract amount whichever is higher, valid up to stipulated date of completion and Six (6) months beyond that. Following conditions shall also be applicable:</p> <p>a) A bid will be treated abnormally low if the quoted amount is lesser than 80% of estimated cost put to tender.</p> <p>b) Requirement of Additional proforma Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG).</p> <p>c) The amount of Additional Performance Guarantee (APG) shall be equivalent</p>	

	to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is “A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A).” d) The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. Of APG shall be same as that of PG.
<b>Security Deposit</b>	2.5% of the tendered value of the work will be deducted from each bill. Same would be released after successful completion of 03 months defect liability period and as per special conditions of the contract

**General rules and direction:**

Officer inviting tender	<b>Superintending Engineer, IWD, IIT, Kanpur.</b>
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**Definitions:**

<b>2(v)</b>	Engineer-in-charge	
	For Electrical works	<b>Executive Engineer, IWD, IIT Kanpur</b>
<b>2(vi)</b>	Accepting authority	<b>Dy. Director, IIT Kanpur</b>
<b>2(vii)</b>	Percentage on cost of materials and labour to cover all overheads and profits	N.A
<b>2(viii)</b>	<b>Standard Schedule of Rates:</b>  Electrical Items of work	<b>Minimum central labour wage rates (central Govt. and Market rates for other items-if applicable)</b> <b>DSR 2025 -GST with up to date correction Slips</b>
<b>2(ix)</b>	Department	IWD, IIT Kanpur
<b>2(x)</b>	Standard CPWD contract Form:	GCC Maintenance 2023, CPWD <b>form-7</b> as modified & corrected up to date (Whether correction vide latest circulars are in corporate or not in this document).
<b>Clause 1</b>	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period	7 Days  7 Days

	as provided in i) above	
<b>Clause 1A</b>	Applicable. The Defect liability period shall be 03 months from the date of handing over of the assigned works to the user/Institute	
<b>Clause 2</b>	Authority for fixing Compensation under Clause 2	<b>Superintending Engineer, IWD, IIT, Kanpur</b>
<b>Clause 2A</b>	Whether Clause 2A shall be applicable	Yes
<b>Clause 5</b>	i) Number of days from the date of issue of issue of letter of acceptance for reckoning date of start ii) Time allowed for execution of work	15 days 12 Months
<b>i)</b>	Number of days from the date of issue of letter of acceptance for reckoning date of start	<b>15 days</b>
<b>ii)</b>	<b>Mile stone</b>	Not applicable
<b>Authority to decide</b>	<b>Extension of time</b>	<b>Superintending Engineer, IWD, IIT, Kanpur</b>
<b>Clause 6A</b>	Computerized Measurement of bills	<b>APPLICABLE</b>
<b>Clause 7</b>		<b>APPLICABLE</b>
<b>Clause 10A</b>	Material to be provided by the contractor	<b>APPLICABLE</b>
<b>Clause 10B (ii), (iii)</b>	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	<b>NOT APPLICABLE</b>
<b>Clause 10 C</b>	Component of labour expressed as percentage of value of work	<b>NOT APPLICABLE</b>
<b>Clause 10 CA</b>		<b>NOT APPLICABLE</b>
<b>Clause 10 CC</b>	Increase/Decrease in Price of materials/wages	<b>NOT APPLICABLE</b>
<b>Clause 11</b>		CPWD Specifications of all Electrical items(CPWD 2023), with correction Slips/amendments/revisions issued up to the last date of receipt of tenders and as per NIT for E & M electrical Works.

<b>Clause 12: Type of work</b>		Original Work/minor maintenance work
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building works		Applicable
<b>Clause 16 Competent Authority for deciding reduced rates: For Civil items and For Electrical items of work</b>		As per table 7
Clause 17 - Defect liability period completion of contract whichever is later		One Year and those listed in Special Conditions of Contract
<b>Clause 18 - List of mandatory machinery, tools &amp; plants to be deployed by the contractor at site</b>		As per the scope of work
Clause 32 - Requirement of Technical Representative(s)		As per table 9

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

Table 6 Major milestones of the project

Sl. No.	Description of Milestone (Physical)	Time allowed from date of start	Maximum duration of work	Amount to be withheld in case of non-achievement of the milestones (% of composite tendered amount)
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 Executive 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

<b>Table 7 Authority to decide</b>		
1.	Extension of time (EOT)	<b>Superintending Engineer, IWD, IIT, Kanpur</b>
2.	Rescheduling of milestones	<b>Not applicable</b>
3.	Shifting of start in case of delay in handing over of site.	<b>Superintending Engineer, IWD, IIT, Kanpur</b>

**Table 8: Materials for which all India Wholesale Price Index to be followed Nearest Materials** (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed)

Sl. No.	Material covered under this clause	Base Price of Materials, covered under clause 10 CA
1.	<b>Not applicable</b>	

**Table 9: Requirement of Technical staff as per Clause 32**

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 of Clause 32
1.	Graduate / Diploma	NIL	5	Project Planning / construction / billing Engineer (Electrical)	Rs. 25000/- (Rupees Twenty Five Thousand 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 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineer.

The details of appointed engineers/technical staffs have to be verified and approved by Engineer- in-charge

## 7. Scope of work

### 7.1 Project Brief

**Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus and Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**

Contractor shall be responsible for the annual maintenance, servicing and operation of these DG sets in all shifts throughout the year located at different locations in the campus.

<i>Sl. No</i>	<i>DG Capacity</i>	<i>Make</i>	<i>Location</i>	<i>Qty.</i>
1	750KVA	Perkins	Sub-station-9	2
2	500 KVA	Kirloskar	Sub-station-4	2
3	500 KVA	Kirloskar	Sub-station-2	1
4	500 KVA	Greaves	Sub-station-4	2
5	500 KVA	Greaves	Sub-station-11	2
6*	500 KVA	Greaves	Noida Extension Centre	1
7	320 KVA	Kirloskar	Sub-station-1	2
8	320 KVA	Greaves	Sub-station-4	3
9	320 KVA	Greaves	Sub-station-1	1
10	250 KVA	Greaves	Sub-station-1	1
11	250 KVA	Greaves	Sub-station-3	1
12	250 KVA	Greaves	Advance Imagine Building	1
13	250 KVA	Greaves	Hall-12	1
14	200 KVA	Kirloskar	RA Tower	1
15	50 KVA	Greaves	Type-2 Apartment	1
16	500 KVA	Greaves	Sub-station-1	1
17	500 KVA	Greaves	Sub-station-2	2
18	250 KVA	Greaves	Studio Apartment	1

*Note:- Operation of new DG sets to be commissioned in the Institute in the next few years shall be covered in the same scope of works without any additional cost.*

*\* Operation of DG set installed at Noida Extension Centre shall not be included in the scope. Whereas maintenance is covered in the scope.*

1. The contractor shall abide by all the necessary requirements of central government labour laws & minimum wages acts as per the central government labor wages, while engaging the staff for servicing and maintenance of DG sets.
2. Supplying and fixing of following material/consumables items i.e. filter, oil, coolant etc. already included in the AMC cost shall be made by the contractor once/twice in a year as per recommendation of OEM/Engineer-In-Charge & as per attached table.

***Make-wise material/consumable list per DG set.***

<b><i>S.No</i></b>	<b><i>Item 750 KVA Greaves Make)</i></b>	<b><i>Qty.</i></b>
1	OIL FILTER	3
2	FUEL FILTER	1
3	AIR FILTER	2
4	FUEL FILTER PRIMARY	2
5	FUEL FILTER SECONDARY	2
6	GASKET	3
7	LUBE OIL	120
8	COOLANT ADDITIVE 10LTR PACK	6
<b><i>S.No</i></b>	<b><i>Item (500 KVA Greaves Make)</i></b>	<b><i>Qty.</i></b>
1	LUBE OIL FILTER	2
2	FILTER ELEMENT	2
3	F FLTR INSRT	2
4	PAPER INSERT-OIL CENTRFUG	2
5	GASKET	24
6	OUTER ELEMENT	2
7	INNER ELEMENT	2
8	COOLANT ADDITIVE 10LTR PACK	4
9	BELT DRIVE B1275	8

10	SET OF SEALING RINGS	2
11	RAD WATER LEVEL SWITCH	2
12	ELEMENT TO AIR FILTER	4
13	FLEXIBLE PIPE	2
14	GREAVES LUBE OIL 50LT PACK	2
15	GREAVES LUBE OIL 20LT PACK	2
<b>S.No</b>	<b>Item (500 KVA Kirloskar Make)</b>	<b>Qty.</b>
1	LUBE OIL FILTER	2
2	LUBE OIL FILTER	2
3	FUEL FILTER CARTRIDGE	4
4	PRELINE FILTER CARTRIDGE	4
5	OUTER ELEMENT	4
6	INNER ELEMENT	4
7	COOLANT ADDITIVE 10LTR PACK	5
8	SET OF SEALING RINGS	4
9	COUPLING FLANGE FOR FIP	4
10	GREAVES LUBE OIL C14+ 50 LTRS	2
11	GREAVES LUBE OIL C14+ 20 LTRS	2
<b>S.No</b>	<b>Item (320 KVA Kirloskar Make)</b>	<b>Qty.</b>
1	LO FILTER	2
2	FUEL PRE FLTR ASSLY	2
3	AIR CLEANER PRIMARY ELEMNT	2
4	AIR CLEANER SAFETY ELEMNT	2
5	COOLANT ADDITIVE 10LTR PACK	3
6	COUPLING FLANGE FOR FIP	3

7	LUBE OIL20 LTRS	3
8	LUBE OIL10 LTRS	2
<b>S.No</b>	<b>Item (320 KVA Greaves Make)</b>	<b>Qty.</b>
1	LUBE OIL FILTER	4
2	FUEL FILTER PAPER	2
3	FUEL FILTER CLOTH	2
4	PRE FILTER	2
5	PRE FILTER O RING	2
6	GASKET	24
7	INNER ELEMENT	2
8	OUTER ELEMENT	2
9	COOLANT ADDITIVE 10 TR PACK	4
10	SET OF SEALING RINGS	1
11	BELT DRIVE B1275	2
<b>S.No</b>	<b>Item (250 KVA Greaves Make)</b>	<b>Qty.</b>
1	LUBE OIL FILTER, 2 Nos. /Set for 250KVA	4
2	FUEL FILTER PAPER	2
3	FUEL FILTER CLOTH	2
4	PRE-FILTER	2
5	PRE -FILTER O RING	2
6	INNER ELEMENT	2
7	OUTER ELEMENT	2
8	COOLANT ADDITIVE 10LTR PACK	4
9	Lub oil filter, 2 nos./set for 250KVA	4
10	LUBE OIL 20 LTR PACK	4

11	GREAVES OIL 10 LTR PACK	1
<b>S.No</b>	<b>Item (200 KVA Kirloskar Make)</b>	<b>Qty.</b>
1	FUEL FILTER	2
2	FUEL FILTER	2
3	LO FILTER	4
4	AIR CLEANER PRIMARY ELEMNT	2
5	AIR CLEANER SECONDARY ELEMNT	2
6	COOLANT ADDITIVE 10LTR PACK	2
7	SET OF SEALING RINGS	1
8	COUPLING FLANGE FOR FIP	1
9	LUBE OIL20 LTRS	2
10	LUBE OIL10 LTRS	2
<b>S.No</b>	<b>Item (50 KVA Greaves Make)</b>	<b>Qty.</b>
1	LUBE OIL FILTER	2
2	FILTER ELEMENT	2
3	F FLTR INSRT	2
4	AIR FILTER ELEMENT	2
5	AIR PRE FILTER ELEMENT	24
6	GREAVES LUBE OIL C14+20 LTR	2

*Job work*

<i>S.No.</i>	<i>Description</i>
1.	<i>Descaling of water line including D-Scaling, compound, coolant, O Rings, Gaskets, Hoses etc. as required (Twice in a year)</i>
2.	<i>Maintenance of batteries including Refilling of distilled water, replacement of lugs &amp; battery terminals (positive+ negative) use of grease also. (Twice in a year).</i>
3.	<i>Maintenance / Minor repairing of engine panel including cleaning, servicing, repairing &amp; testing of safety circuit wiz fuel of solenoid valve, indication lamps, switches fuse, cylinder temperature, low lubricating oil pressure &amp; replacement of any item of the aforesaid (Twice in a year).</i>
4	<i>Servicing of DG including minor repairs, replacement of Lube oil filter, Air filter, tappet setting, tighten of belts, topping up of Lube oil, coolant &amp; testing (Twice in year)</i>
5.	<i>Maintenance of engine main control panel including cleaning, servicing, repairing &amp; testing of AC circuit contractor / air circuit breakers wiz fuel of solenoid valve, cylinder temperature, low lubricating oil pressure &amp; replacement of any item of the aforesaid (Twice in a year)</i>
6.	<i>Routine maintenance visit for checking DG unit including minor repair (once in a month).</i>
7.	<i>Cleaning, servicing &amp; descaling of cooling tower for one tank per engine (once in a month).</i>
8.	<i>Painting of DG Body, base fuel tank and other metallic part as per approved colour once in year.</i>

3. In the scope of maintenance of DG sets the following routine maintenance visit for checking DG units is included.
- i. Checking, cleaning and general maintenance of engine and alternator on regular basis (once in a month or **within 8 Hrs in case of breakdown**) to keep the machines always in ready & fit condition. In case of failure to attend breakdown with 48 Hours penalty shall be imposed @ Rs. 2000/- per day.
  - ii. Checking, tightness and providing & replacing of ‘V’ belts, rubber hoses and gaskets etc. as and when required.
  - iii. Cleaning and providing & replacing of fuel filters, lubricant oil, lubricant oil filters & air-filters once/twice in year as per recommendation of OEM.
  - iv. Maintenance of alternator including checking, cleaning, tightness of connections & lubrication of bearings etc as reqd.
  - v. De-scaling of water cooling system from time to time to maintain the efficiency of DG sets as per directions of engineer-in-charge (twice in year before the completion of 6 months).
  - vi. To keep all batteries in charged condition including checking of distilled water level and topping of distilled water, maintenance of connectors & terminals and providing and replacing of terminal connectors as and when required.
  - vii. To clean and maintain the cooling tower or the radiators as the case may be including its fan, ‘V’ belts, motor, pump, electrical, starter and pipe lines etc.
  - viii. To maintain all the indications/interlocks for high temperature or low lube. etc.
  - ix. *Maintenance / Minor repairing of engine, Panel including cleaning, servicing, repairing & testing of safety circuit wiz fuel of solenoid valve, indication lamps, switches, fuse, cylinder temperature, low lubricating oil pressure & replacement of any item of the aforesaid. (twice in a year)*

- x. *Painting of DG body, base, fuel tank and other metallic part as per approved colour once in a year*
4. Initial charges of lubricants and distilled water shall be supplied by the Institute and any topping up or replacement required during the period of maintenance shall be covered in the scope of work of contractor.
  5. The work shall be carried out on all days, including Sunday and gazette holidays (if required) as Approved by the Institute.
  6. The contractor shall engage the following labours in all three shifts i.e., 24x7 hrs. throughout a year on all working days as per the instructions of Engineer In Charge:
    - **Skilled labour (Electrician, Mechanic, Technician): 03 (Three)**
    - **Semi-Skilled labour (Electrician, Mechanic, Technician): 04 (Four)**
  7. The above required man power shall not be decreased in any working day and deduction will be made by the current rate of supply for less number of man power including the contractor's profit.
  8. The contractor shall assign duties and prepare the duty chart in advance for each month of the operators in consultation with the respective Zonal-In-Charge.
  9. The contractor has to provide a dress code for all his workers, tools and safety equipment's within the 1 month from the date of start of the contract.
  10. In the scope of operation of DG sets the contractor shall be responsible for operation of DG sets in three shifts every day throughout the year including all Sundays and all holidays as directed from time to time (usual shift timing are 6.00 AM to 2.00 PM to 2.00 PM & 10.00 PM & 10.00 PM to 6.00 AM general shift 9Am to 5:30 PM).
  11. There shall be two trained operator in each shift of 8 hrs. operator should be ITI pass and capable of operating DG sets in parallel or independently as required and should be trained in switching operation of electrical panels & AMF panels and PLC panels. The operators shall have minimum experience of 3 years in operation of DG sets of capacity higher than 500 KVA capacity.
  12. To operate & maintain the electrical panels installed in the DG set room, this includes cleaning of panels, repairing all the indicating lamps& pumps in perfect working order, tightening of all the cable connections etc. as required.
  13. Any spare parts not covered above shall be supplied by the institute free of cost. Rewinding of motor/alternator if required but not caused by negligence of operator shall be arranged by the institute.
  14. Any modification work or major overhauling as & when required for DG sets will be done by the institute.
  15. The contractor shall be responsible for any damage caused due to negligence of the operator.
  16. There shall be a penalty in case of short supply of manpower. A penalty of Rs.150.00 per man shift shall be liable in case there is a shortage of manpower for more than 5 man shifts a month and this penalty shall increase to Rs.300.00 per man shifts if the shortage is more than 30 man shifts a month. In case the situation does not improve the contract shall be rescinded.
  17. **Only the qualified and experienced staff for Servicing & maintenance of the DG set from OEM or from authorized dealers shall be engaged. The qualification and experience of the staff shall be as under:-**

<b><u>Category</u></b>	<b><u>Qualification</u></b>
Service Engineer	Diploma/B.Tech with 4-5 years experience
  18. Any other piece of work not specifically mentioned above but essential for the normal operation and maintenance of the DG set is also covered in the scope.
  19. Operation of any additional DG set installed in campus within the contract period will be also covered in scope of operation of DG set.

## **7.2 Special Conditions of Contract**

**Annual operation and Maintenance Contract (AOMC) of 25 Nos. i.e 2x750 KVA, 10 x500 KVA, 6x320 KVA, 5x250 KVA, 1x200 KVA, 1x50 KVA DG sets installed at different Substation / Locations in IIT Campus i/c Annual Maintenance Contract (AMC) of 1x500 KVA DG set at Outreach Centre NOIDA.**

**7.1 The contract shall be drawn initially for a period of 12 (Twelve) months and can be extended for two more years upon satisfactory performance.** However the Institute reserves the right to terminate and completely extinguish the service 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 service contract from the date of termination of contract.

**7.2** 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.

**7.3** 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 panel action including termination of the contract and forfeiture of security deposit.

**7.4** 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 of 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.

**7.5** Then 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 by the contractor's workmen the supervisor, as the Institute in its absolute discretion may think proper, without making any payment to the contractor.

**7.6** The contractor shall have to work under the overall control of the controlling officer (AE/EE) and in close liaison with the Engineer.

**7.7** The contractor shall furnish to the controlling officer, bill in respect of the monthly charges for providing services under the contract, in the last 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 before 10<sup>th</sup> of every month.

- 7.8** The controlling officer shall endorse the following certificate on 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”
- 7.9** 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. The wages shall be disbursed to the workmen in the presence of the controlling officer or his authorized representative, who will sign the wage register to certify the payment OR online transfer of the wages to the all workers have to be paid by the contractor and proof of the online transfer has to be submitted to the Institute.
- 7.10** 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 of the Institute. Alternately the contractor will issue numbered brass tokens to his workers and furnish to the controlling officer, a list of workers and the token number issued to them.
- 7.11** 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.
- 7.12** The contractor shall be responsible for the proper behavior of all the staff employed on the work and shall exercise a proper degree of control over them. In particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing / action in any way detrimental or prejudicial to the interests of the community or of the Institute of all consequent claims or actions for damages or injury whatsoever. The decision of the Institute upon any matter arising under this clause shall be final binding on the contractor.
- 7.13** 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 for the entire period of contract, duly authenticated by the controlling officer or his authorized representative.
- 7.14** No person below the age of 18 (eighteen) years shall be employed on the work. Similarly no women staff shall be employed since the duty involves working in odd hrs.
- 7.15** The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central), revised from time to time.
- 7.16** 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 2025 + 7.5% shall be reimbursed to the contractor in addition to the contract amount. As per Ministry of labour and employment order F no. 1/6(3)/2025-LS-II dated 28.03.2025.
- 7.17** The contractor shall, at their own expense, comply with all labour laws and keep the Institute indemnified in respect thereof.
- 7.18** The contractor shall be registered with Regional Labour Commissioner (Central) and obtain

license as per contract labour Act. 1976, within a reasonable time as per the statutory norms.

- 7.19** 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, rules, regulations and orders applicable to the contractor's employees in general and in particular laws / enactment's, rules & regulations & orders dealing with employment of contract labour, payment of minimum wages, fire & safety regulations, security arrangements and such other rules & regulations as may be applicable at present or made applicable hereafter.
- 7.20** 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
- 7.21** 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 Institute. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect of or in relation there to.
- 7.22** The contractor's staff not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of the statutory provisions of relevant labour laws applicable from time to time, in carrying out the service contract. The Institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the Institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from the payments due to the contractor.
- 7.23** 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.
- 7.24** The workers shall report to Contractor and register their daily attendance and same the attendance copy submitted to Concerned Engineer.
- 7.25** The value of work shall be inclusive of the wages of the workers & supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract except.
- i) The difference in minimum wages applicable to the labours are revised by Govt. of India, subsequent to the date of submission of tender shall be paid by the contractor to the labour and reimbursed by the institute on production of claim.
  - ii) The contribution of EPF& 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.
- 7.26** Taxes & Duties:
- Income tax & GST shall be deducted as per Government law.

### 7.3 List of Approved Makes for Electrical Works

S.No.	Items	Makes
1	MS Conduit (ISI marked)with heavy duty accessories	BEC/AKG/ RM CON /Steel Krafts
2	PVC/ XLPE insulated aluminium / copper conductor armoured unarmoured MV cables upto 1100 V(ISI Marked)	Havells / Finolex/ KEI/ Grandlay/ Polycab/Gloster
3	FRLS PVC insulated copper conductor stranded flexible wire i/c control cables(ISI Marked)	Havells/Finolex/KEI/ Grandlay/Polycab/Gloster
4	Cable Raceway floor/wall mounted and accessories	Legrand / MK (Honeywell) / OBO/Excel
5	Cable Tray & Accessories	Venus / MEM / BEC / RM CON/ Indiana/Excel
6	Modular Switch & Socket & Accessories	Legrand(Myrus)/Schneider (Zencelo) / legrand (Arteor)/ ABB(millenium)
7	Metal clad Industrial Socket outlet and sheet steel Enclosure for MCCB/ MCB	Legrand/Siemens/Schneider/Hager
8	Cable Glands	Dowells/Commet/Gripwell/Raychem
9	Lugs and end termination	Dowells/Commet/Braco
10	Change over switch	L&T / Socomac / ABB / Schneider
11	Distribution Boards	Siemens (Betagard), / Hager / Schneider (Acti9) / Legrand (Ekinox3/ L&T (Exora / ABB (Elegence)
12	Protection Device (MCB/RCCB/RCBO/ELCB)	Siemens (5SL), Hager / Schneider (Acti9) / Legrand (DX 3) / ABB (S200M) / L&T/C&S
13	Current transformer / potential transformer	AEL / Gilbert & Maxwell / Pragati / Precise / L&T/ Kappa
14	Indicating Lamps LED type, Push Button	Siemens / L&T / Schneider / Legrand
15	Electronic Digital Meters	Schneider (conzerv) / L&T / Secure / Siemens / ABB / Legrand
16	MCCBs	Siemens (3VL) / L&T (D sine) / Schneider (CVS) / Legrand (DPX3) ABB (T max)/ C&S
17	Power Contactor	L&T (MNX)/ Schneider (TesyS) / Legrand (CTX3) ABB (Ax)
18	Surge Protection Devices	Siemens/L&T/Schneider / Legrand/ OBO
19	Selector Switch	Salzer/Seimens /BCH/ Kaycee / L&T
20	Auxiliary Relays	Siemens/L&T/Schneider/Legrand/ABB
21	LED Lighting Fixture	Philips/ Wipro/Havells/Crompton
22	Emergency Lighting/ Exit Sign boards	Bajaj / Prolite / Glo-Line

23	<i>Ceiling Fan, Fresh Air Fan, Exhaust Fan</i>	<i>Havells/Crompton/ Usha / Orient/ Atomberg</i>
24	<i>Paint</i>	<i>Nerolac/Asian/Berger/ICI</i>
25	<i>Lighting Protech System</i>	<i>OBO/ Cape Electric/ Infinite / APS/ Jeff Techno/ Axis</i>
26	<i>G.I Pipe</i>	<i>Tata, Jindal-Hissar, Prakash Surya</i>
27	<i>Rubber Mat (ISI Marked)</i>	<i>Jyoti / Deep Jyoti/ Premier</i>
28	<i>Fire Extinguisher</i>	<i>Minimax/ Life Guard / Cease Fire / Newage</i>
29	<i>CU/ GI Strip &amp; GI wire for earthing</i>	<i>Jeff Techno/ Axis / OBO</i>
30	<i>MS Conduit (ISI marked)</i>	<i>BEC/AKG/NIC/ Steel craft/ M-Key, SK (E.R.W)</i>
31	<i>PVC Conduit and accessories</i>	<i>Polycab/ AKG / Asian</i>
32	<i>1.1 KV aluminium armoured XLPE insulated and PVC sheathed cable (LT cable)</i>	<i>Havells /KEI/ Finolex/ Grandlay/ Gloster</i>
34	<i>Metal Clad Industrial Socket</i>	<i>Legrand / Siemens/Schneider/ C&amp;S/ ABB</i>
35	<i>Cat-6 cable</i>	<i>Beldon/Siemon/Legrand/Penduit (Pannet)</i>
36	<i>Crimp Patch Cord</i>	<i>Beldon/Siemon/Legrand/Penuit (Pannet)</i>
37	<i>Panel Accessories</i>	<i>Siemens/ L&amp;T/ Schneider / Legrand / Tecnic/ ABB/ C&amp;S/ Neptune</i>
38	<i>LED/ Metal Halide / Fluorescent Internal &amp; External Lighting Fixtures</i>	<i>Philips/ Wipro/Havells/Crompton</i>
39	<i>BLDC Fans</i>	<i>Havells / Orient/ Usha/ Atomberg</i>
40	<i>Ceiling Fan (ISI marked &amp; BEE rated 5 star)</i>	<i>Havells /Orient/ Usha/Bajaj</i>
41	<i>Advance lighting protections System (Early Streamer Emission Type)</i>	<i>LPI (Australia)-by allied power/ SGI (Duval Messien/ Satellite(France) by SGI/ Bradlay (USA) -by JMV/ Erico (USA) by security shoppe/ ABB</i>
42	<i>Main LT Panels/ MCC Panel</i>	<i>(Main LT panel / MCC Panel board should be IEC 61439 part-1 and II manufacturer has to produces the relevant test certificate as per IEC code for the same failing which panel shall be rejected). L&amp;T /Siemens / Schneider/ ABB/ Legrand / L&amp;T or their authorized channel partners for IEC 61439 compliant panels</i>
43	<i>Air Circuit Breaker</i>	<i>Siemens / Schneider/ L&amp;T/ Legrand/ C&amp;S/ ABB</i>
44	<i>Surge Voltage Protection</i>	<i>Siemens/L&amp;T/Schneider / ABB</i>
45	<i>Earth fault module</i>	<i>Siemens/Schneider/L&amp;T/Legrand</i>
46	<i>Protection relays</i>	<i>Siemens/ Areva/ L&amp;T/ Legrand</i>
47	<i>C.Ts and PTs</i>	<i>Kappa / AE/ Matrix</i>

48	Digital Meters	Siemens (PAC)/ Schneider/ (conzerv) / Secure Enersol / L&T/ Neptune
49	Indicating lamps	ESBEE/Schneider/Siemens/Vaishno/Neptune
50	Power capacitors	Epcos/ Neptune / Legrand /ABB/ L&T
51	Automatic Power factor correction relay/controller	Epcos/Siemens (PAC) /Schneider (Conzerv)/L&T/Neptune
52	Sealed Maintenance Free Batteries	Exide/Panasonic/Amara Raja/HBL
53	Battery charger	Caldyne/Chhabi Electricals/Statcon/Max Power
54	Cable Trays (Factory Fabricated/ Overhead & Floor Raceways	Legrand/MEM/OBO/ Milestone/ Neptune
55	HDPE underground cable duct	Rex Polyextrusion/ Tirpura/ Plasomatics/ Duraline
56	Insulation Mats	DL Miller & Co. Ltd.?Premier Polyfilm Ltd./RMG Polyvinyl India Ltd/Jyoti
57	Smoke/Heat detectors	Apollo/ System Sensor/ Agni
58	Manual Call point	PRD/System-Tek/ Simplex/ System Sensor/ Agni
59	Response indicators	PRD/System-Tek/ Simplex/ System Sensor /Agni
60	Fire Exit Signs	System-Tek/ Simplex/ Agni
61	Fire Control Panel	System-Tek/ Morley /Agni
62	Speaker / Hooter	System-Tek/ Philips /Agni
63	Occupancy Sensors/ Movement Sensor	Legrand/ Philips/ Wipro
64	Flush type switch /socket	Anchor/ Kinjal/ SSK/ Havells Reo
65	Fuse switches unit / switch fuse unit /HRC fuse	L&T / Siemens/ Havells/ C&S
66	Exhaust fan	Almonard/ Alstom/ Crompton/ Havells
67	XLPE insulated HT cables	KEI/Havells/Polycab/Gloster/ Grandlay
68	Cable lug	Ascon (Heavy gauge) Jainson Dowells
69	Telephone wires/Telephone Cable / jelly filled telephone cables	Finolex /Delton/Havell's
70	Telephone tag blocks	Krone/ Pouyet
71	Telephone outlet	MK Electric /Legrand (Mosaic)/Crabtree (Piccadilly)
72	GI raceways	Milestone Engineering /Legrand/ MDS/ Neptune Systems Pvt. Ltd./MK
73	PVC raceways	Legrand/ MK
74	Electronic ballast	Philips / Wipro/ Bajaj/ Decon/Crompton/Havells
75	DLP plastic trunking	Legrand/MK
76	Geysers	Recold /Venus /Usha Lexus /Sphere hot

77	<i>Tower Light</i>	<i>Ligman/Simes/Bega</i>
78	<i>HT/LT transformers HT SF-6 circuit breakers / VCB</i>	<i>ABB/Schneider /CGL (Crompton Greaves Ltd.) Siemens/ ABB/ CGL / Schneider</i>
80	<i>Programmable Logic Controller (PLC)</i>	<i>Siemens /Allen-Bradley/ Schneider</i>
81	<i>Earthing (Chemical Earthing Plate Earthing</i>	<i>JMV/ As per CPWD Norms</i>
82	<i>Octagonal Pole</i>	<i>Bajaj / Crompton / Phillips</i>
83	<i>11 kV HT panel Incoming relay</i>	<i>CGL/Schneider/ABB/ Siemens</i>
84	<i>Control Relay Panel</i>	<i>CGL/Schneider/ABB</i>
85	<i>Lightning Arrestor</i>	<i>ABB/Alltec/JMV</i>
86	<i>Temp. Gauge</i>	<i>Guru</i>
87	<i>Gate Valve</i>	<i>Leader/Sant</i>
88	<i>Electrical Backup</i>	<i>Spare hot/ Racold</i>
89	<i>PVC Tank</i>	<i>Syntex/ Polycon</i>
90	<i>Thermostat</i>	<i>ISI Marked</i>
91	<i>Flat Collector Plate</i>	<i>Solocrome/ Tata BP/ Racold</i>
92	<i>S.S Sheet</i>	<i>Jindal / National</i>
93	<i>HT/LT cable joints (Straight through/outdoor/indoor)</i>	<i>3M/ Denson/ M Seal/Raychem/ Cabseal</i>
94	<i>Alternator</i>	<i>STAMFORD/Crompton Greaves/Kirlosker/Leroy Somar</i>

## **8 Terms Conditions of Contract**

### **8.1 Terms Conditions for the minor works under the contract**

1. The contract will be used only to execute original works/ minor works/ repair works of urgent nature. It can also be used for any works of restoration as a result of a disaster in campus causing damage to institute infrastructure/ works related to emergency services/ works of institute importance/ works concerned to safety health and environment of campus community. The works undertaken through such contracts are categorized as time bound and should be executed as per Table 6.
2. The contractor should always keep his establishment ready to commence the work immediately after the issue of the work of any amount. The schedule for the issued works under the contract should be as per Table 6. Work requests of urgent nature shall be started at the earliest after receiving orders from the engineer-in-charge but it should be documented with photo and video evidence for all hidden items. Submission of this evidence is mandatory for all works executed without a pre-approved quantity take off sheets.
3. During the execution, the noise creation should be minimized to the extent possible and the works may be carried at odd hours and more than one shift as per requirement.
4. The performance of the instruments or tools to be used should be checked precise before using them on site.
5. The contractor and his/her personnel have to build a well-coordinated system with the users regarding execution of the works.

### **8.2 Timely Completion**

1. All work components must be started simultaneously and has to be delivered together or early within the given time schedule.
2. The contractor has to deploy the labor and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts.
3. Number of days from the date of issue of letter of acceptance for reckoning date of start shall be as per Schedule. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.
4. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work, as required.

### **8.3 Rates**

1. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building (inclusive of GST) and nothing extra shall be payable to him on this account.
2. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document

or not.

3. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.
4. No double scaffolding is payable in single story houses including parapet wall. In multistoried houses the payment of double scaffolding shall be made after 3.5 meter from plinth protected level. The necessary deductions for single scaffolding be made from the items. Contractors are advised to visit the site & quote the rates accordingly.
5. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per the quantum of work provided to him at his own expenses. Nothing shall be paid on this account.
6. The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
7. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
8. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
9. MCCB's, switches, sockets, wires, cable, light fixtures, earthings and other electrical items covered under the contract should conform to approved manufacturers specifications, where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost.
10. The 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 client department. No extra payment shall be made on this account.
11. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless

specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

#### **8.4 Quality and Workmanship**

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. The materials having ISI mark shall have precedence over the one conforming to IS Specifications.
3. The proposed buildings are Institute housing 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.
4. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
5. All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice. All the materials proposed to be used in the work should be approved from Engineer in Charge before use in work.
6. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS/ISI mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. Where the make of any particular material is not specified in the Contract document, the material shall be supplied as per makes desired by the engineer-in-charge.
7. It will be the responsibility of the contractor / bidder to ensure use of genuine materials in the work. The department reserves the right to get (any / all materials / components) inspected by the manufacturer or their authorized representatives at any stage of the execution of work. If any of the materials, supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.
8. The contractor should get the make/TDS documents approved before procuring any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
9. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuineness of material supplied by/used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered/ withheld from subsequent running account payment.
10. All equipment and their components, and all the materials to be used in the work shall be suitable for the environmental conditions at the location of the work.

11. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
12. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
13. Other Laboratories: The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
  - (a) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
  - (b) By the department, if the results conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

If the tests, which were to be conducted in the site laboratory, are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

14. Sample of materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
15. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
16. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done .The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

17. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
18. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

### **8.5 Natural calamity**

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

### **8.6 Safety and Security**

1. The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc. The contractor, the authorized representative(s), workmen etc., shall strictly observe orders pertaining to fire precautions prevailing in the area.
2. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
3. Contractor will arrange proper metal ladders, M.S. double scaffolding (for working, painting, etc. at higher levels) at his own cost and will take all safety measures like double harness safety belt, mechanized electrically operated platform etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by Engineer-in-charge and in such cases, contractor will be solely responsible for delay and its consequences thereof.
4. 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.
5. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
6. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
7. The Institute shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipment by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.

## **8.7 Approach to Site**

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

## **8.8 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.

## **8.9 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 his site 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.

## **8.10 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.

#### **8.11 Indemnification:**

1. The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency.
2. That the contractor shall keep the IITK indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed to contest the case, IITK will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IITK on demand. Further, the contractor shall ensure that no financial or Any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect.

#### **8.12 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.

#### **8.13 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.

#### **8.14 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.

#### **8.15 Jurisdiction of Courts**

The court(s) in Kanpur Nagar, Uttar Pradesh shall have the exclusive jurisdiction to trial all the disputes(s) between 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. साहू) 22/10/2021

अधीक्षण अभियंता(सी.एंड एम.)

e-file 9116587

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

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