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Name of Work: Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar

NIT Amounting to Rs. 4, 65,365/- (Four Lakh Sixty five thousand three hundred sixty five only) is approved.

[Certified that this NIT contains 43 pages + BOQ contains 02 Pages, Total 45 pages only].

PART - A

INDIAN INSTITUTE OF TECHNLOGY ROPAR
WORKS AND ESTATE OFFICE

TENDER DOCUMENT

Name of Work: Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar

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Notes: The following will be the part of the contract Agreement:

1. **CPWD General Conditions of Contract of 2014 for details refer to www.cpwd.gov.in/publications/GCC 2014.**

Estimated Cost Rs. 4, 65,365/- (Rupees Four Lakh Sixty Five Thousand Three hundred Sixty Five Only)

25/1/2018

Assistant Executive Engineer
(Civil)

Executive Engineer

INDIAN INSTITUTE OF TECHNOLOGY ROPAR

Notice Inviting Tenders No.IITRPR/EE/T/16/168

The Registrar, IIT Ropar Invites on behalf of Board of Governors of IIT Ropar sealed items rate tender for following works:-

NIT No. **IITRPR/EE/T/15/168,** Name of work Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar: **Estimated cost Rs. 4,65,365/,** Earnest money **Rs. 9,310/-,** Period of completion 30 days, Last time and date of submission of bid **3.00 PM** on **07.02.2018 .**

The bid forms and other details can be downloaded from the website **www.iitrpr.ac.in/tenders**

Registrar

Form-6

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Registrar, on behalf of Board of Governers of IIT ROPAR, invites item rate tenders from registered contractors in appropriate class in CPWD/ MES/ BSNL /Railways/ State PWDs and Central PSUs for the following work:

S.N	NIT No.	Name of work and location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of tender	Last date for submitting of EMD, Tender Fee, other documents	Time & date of opening of Tender
1	IITRPR/EE/T/16/168	Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar	Estimated cost: Rs.4,65,365	Rs. 9,310/-	30 Days	**Upto 3:00 on** 07.02.2018	up to **3:00 PM on** 07.02.2018	Opening at **3.30 PM on** 07.02.2018

A. ELIGIBILTY CRITERIA :

1) Contractors who fulfill the following requirements shall be eligible to apply:-

a) Should have satisfactory completed the works as mentioned below during the last seven years ending the last day of submission of application.

- 3 (three) Civil works each of value not less than 40% of the estimated cost put to tender

OR

- 2 (two) Civil works each of value not less than 60% of the estimated cost put to tender.

OR

- One Civil work of value not less than 80% of the estimated cost put to tender.

b) Enlistment contractors of appropriate class in CPWD/MES/ BSNL/ Railways/ PSU/ State PWDs.

c) Joint ventures are not accepted:

B. Documents to be submitted with tender :

i) (Envelope one) :-

a) Enlistment order of the contractor.
b) Required experience/completion certificate of works.
c) Certificate of registration for EPF and ESIC.
d) GST Registration No.
e) Tender document with signature on all pages.
f) Tender fee.
g) EMD.
h) PAN registration with Income Tax Department.

ii) (Envelope Two) :-

a) Price quoted for the respective items in words and figures
b) Signatures & stamp.

iii) Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of the Registrar, IIT Ropar Room no. 104, Transit Campus, Nangal Road Rupnagar.

a) **Cost of Tender Document – Rs. 500/-** in shape of DD/Banker's Cheque drawn in favour of the Registrar IIT Ropar payable at Ropar/ Rupnagar, Punjab.
Second envelope submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Tender fee and other documents placed in the envelope are found in order.
The tender submitted shall be opened at **03:30 PM on 07.02.2018.**

b) The tender submitted shall become invalid and cost of tender fee shall not be refunded if:
(i) The tenderers if found ineligible.
(ii) The tenderers does not submit all the documents as stipulated in the tender document.
(iii) If any discrepancy is noticed in the documents submitted physically in the office of tender opening authority.

C. OTHER CONDITIONS :

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

2) Information and Instructions for bidders posted on website shall form part of bid document.

3) The agreement shall be drawn with the successful tenderer on prescribed Form No. Form-8 as modified and corrected upto date as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement

4) The time allowed for carryout the work will be 30 days (Thirty days) from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender document.

5) The site for the work is available.

6) The bid document consisting of plans, specifications the schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitrpr.ac.in/tenders

7) The bid shall be submitted in the office of Registrar, IIT Ropar, Room No. 104, Transit Campus, IIT Ropar with details of the mandatory documents such as Demand Draft or Pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipts and Bank Guarantee of any scheduled Bank towards cost of bid document and EMD in favour of Registrar, IIT ROPAR, Payable at Ropar/ Rupnagar, Punjab.

   Other necessary documents can be seen in the office of the Executive Engineer, IIT Ropar between hours of 10:00 AM to 5:00 PM from 29.01.2018 to 02.02.2018 every day except on Saturdays, Sundays and Public Holidays free of cost.

8) The tender shall be accompanied with earnest money of **Rs.** 9,310/-

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

10) The Institute reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed to suitable by it, if too many bids are received satisfying the laid down criterion.

11) The description of the work is as follows:
Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

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

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

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

15) The competent authority on behalf of Director, IIT ROPAR reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted

16) The contractor shall not be permitted to tender for works in the IIT ROPAR responsible for award and execution of contracts in which his near relative is posted as Group A Officer in Accounts Section or as an officer in any capacity between the grade of Registrar and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in

the IIT ROPAR. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the concerned Department / termination of the contract from this institute.

17) No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

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

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

a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D. **Form-8** as modified and corrected.

20) Tenders with any condition including conditional rebates shall be rejected forthwith. However, tenders with unconditional rebates will be acceptable.

- **Part A :**
  CPWD-6, CPWD-8 including schedule A to F for the major component of the work, standard General Conditions of Contract for CPWD 2014.

- **Part B**
  General / Specific conditions, specifications and schedule of quantites applicable to major component of the work.

- **Part C**
  Schedule A to F for minor component of the work. (Registrar/ EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F of major components), General/ Specific conditions, specifications and schedule of quantities applicable to minor component(s) of the

work.

20.1 Tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor components of work.

20.2 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.

20.3 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

20.4 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

21) The acceptance of the tender shall be conveyed by the **Executive Engineer, IIT Ropar** on behalf of the Director, IIT ROPAR.

Registrar

For & on behalf of the Board of Governors, IIT Ropar

Form-8

ITEM RATE TENDER AND FOR WORKS CONTRACT

A) Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar
To be submitted by **3:00 PM on 07.02.2018** in the Office of Registrar, Room no. 104, Transit Campus, IIT Ropar, Nangal Road, Rupnagar-140001.

To be opened in presence of tenderers who may be present at **3:30 PM on 07.02.2018** in the Office of Registrar, Room no. 104,Transit Campus, IIT Ropar, Nangal Road, Rupnagar-140001.

1) Issued to : _____

2) Executive Engineer, IIT Ropar

TENDER

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

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

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

A sum of **Rs.** 9,310/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Director, IIT, Ropar or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Director, IIT, Ropar or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms

and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the tendering process of the work.

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

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

Dated _____

Signature of contractor
Postal Address:_____
Email : _____

Witness:_____
Address:_____
Occupation: _____

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, IIT Ropar for a sum of Rs._____.(Rupees_____ _____only), The letter referred to below shall form part of this contact Agreement:-

i)
ii)
iii)

Dated:

For on the behalf of Board of Governors, IIT ROPAR

Signature _____

PERFORMA OF SCHEDULES

SCHEDULE 'A'
Schedule of Quantities.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S.N.	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.N.	Description of item	Hire charges per day	Place of issue
1	2	3	4
		-NIL-	

SCHEDULE 'D

Extra schedule for specific requirements / document the work if any — As attached in for tender form

SCHEDULE 'E'
Reference to General Conditions of contract.

Name of Work:	Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar
Estimated cost of the work:	Rs. 4,65,365/
Earnest Money Deposit	Rs. 9,310/-
Performance Guarantee	5% of the tendered value of the work
Security Deposit	2.5% shall be deducted from the running bills.

SCHEDULE 'F'
General rules and direction:

Officer inviting tender	**Executive Engineer, IIT ROPAR**
Maximum item of quantity of items of See at appropriate clause under work to be executed beyond which definitions rates are to be determined in accordance with Clause 12.2.& 12.3	**Refer Clause 12**

Definitions:

2(i) **Engineer-in-Charge**	Executive Engineer, IIT Ropar
2(ii) Accepting Authority	Registrar,IIT Ropar
2(iii) Market rate: Percentage on cost of materials and labour to cover all overheads and profits	15%
2(iv) Standard Schedule of Rates	Delhi Schedule of Rates 2016 with upto date correction slips
2(v) Department:	Central Public Works Department
2(vi) Standard contract Form:	GCC 2014, **Form-8** as modified & corrected upto date.

Clause 1

i) Time allowed for submission of performance guarantee from the date of letter of acceptance.	7 days
ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period as provided in (i) above.	3 days

Clause 2

Authority for fixing compensation under clause 2	**Registrar,IIT Ropar or Sucessor thereof**

Clause 2A

Whether clause 2A shall be applicable	Not applicable.

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	7 days
Time allowed for execution of work	30 days

Authority to decide

i) Extension of time	**Executive Engineer,IIT Ropar**
ii) Rescheduling of mile stones	**Executive Engineer,IIT Ropar**

Clause 6/ 6A	**Only clause 6 applicable**

Clause 10A

List of testing equipment is to be provided by the Contractor at site lab.	NIL

Clause 10B(ii)

Whether clause 10B(ii) shall be Applicable.	**Not Applicable**

Clause 10C

Component of labour expressed at percent of total value of work. **Not Applicable**

Clause 10CA

Whether clause 10CA be applicable **No**

Material covered under this clause	**Nearest material** (other than cement, reinforcement bars and structural steel) **for which All India Whole sale price Index is to be followed.**	Base price of all the materials covered under clause 10 CA
1. Cement (PPC)	**N.A.**	Rs 5200/- Per MT
2. Reinforcement Steel (TMT)	**N.A.**	Rs 43700/- Per MT
3. Structural Steel	**N.A.**	Rs 47796/- Per MT

Clause 10CC

To be applicable in contracts with stipulated period of completion exceeding the period. **Not Applicable**

Clause 11

Specification to be followed for execution of work CPWD Specification 2009 Vol.1 and Vol.2 with Upto date correction slips.

Clause 12

Clause 12.2 & 12.3 30%

Deviation limit beyond which clause 12.2 & 12.3 shall apply for building works

Clause 12.5 30%

(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation Work

(ii) Deviation limit for items in earth work SH: of DSR or related items for foundation work (Execpt earthwork) 100%

Clause 16

Competent Authority for Deciding reduced rates: Executive Engineer,IIT Ropar

Clause 18

List of mandatory machinery, tools As per requirement.

& plants to be deployed by the
Contractor at site.

Clause 36(i): Requirement of Technical Representative(s) and Recovery Rate

Minimum Qualificatio of Technical Representative	Discipline	Designation	Minium Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of caluse 36 (i)	
Diploma Holder	Civil	Technical Representative	5 Years	1	Rs. 10,000/ Per month for each	Rs. Ten thousand per month for each

Assistant Engineers retired from Governoment services that are holding diploma will be treated at par with Graduate Engineers.

Clause 42

i) a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by CPWD — DSR 2016

ii) Variations permissible on theoretical quantities.

a) Cement — 2% plus/minus

b) Steel reinforcement and Structural steel sections for each diameter, section and category — 2% plus only and Nil on minus

c) All other materials — NIL

d) Bitumen for all work — 2.5% Plus only

SAILENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work:

Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar

1. The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
2. Separate schedule of quantity is included in this tender for civil items of work. The contractor shall quote the item rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
3. Time allowed for the execution of work is 30 days.
4. The contractor(s) shall submit a detailed program of execution in accordance with the master programme / milestone within fifteen days from the date of issue of award letter.
5. Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
6. The contractor(s) shall make his own arrangements for water required for the execution of work. For electricity a temporary electric connection at suitable place shall be provided by the Institute if possible, on request of the contractor. The required cable and electrical meter shall be arranged by the contractor.The monthly consumption of electricity shall be recovered from the running bills of the contractors on the approved rates of the Institute.
7. Cement shall be arranged by the contractor himself and secured advance shall be given.
8. Steel Reinforcement shall be arranged by the contractor himself.
9. Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars (Conbextra as manufactured by M/s Fosroc Chemical India Ltd. or approved equivalent) of high early strength.

CONTRACT AGREEMENT

(ON RS.100 NON JUDICIAL STAMP PAPER*)

THIS AGREEMENT is made on _____ **2018**..... Between **Executive Engineer, Indian Institute of Technology Ropar Punjab** (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at IIT Ropar, Nangal Road, Rupnagar Punjab India 140001 of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar.

I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated .....for the work of Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar under **Tender No.**

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Client

III. **AND WHEREAS** the Client has selected **M/s**.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.** ....., to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].

IV. **AND WHEREAS** the Client desires that the Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.

V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar at transit campus of IIT Ropar for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the

Tender Document and shall waive its claim whatsoever in this regard.

*= To be purchased and submitted by the Contractor.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar at transit campus of IIT Ropar for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) Notice Inviting Tender Form 6, Form No. 8, Performa of Schedules.
(b) The Letter of Acceptance (LoA) issued by the Client.
(c) Price Schedule
(d) CPWD General Conditions of Contract 2014
(e) CPWD Specifications 2009 Vol 1 and Vol 2
(f) Performance Bank Guarantee.
(g) Integrity Pact.
(h) The Addenda, if any, issued by the Client.
(i) Any other documents forming part of this Contract Agreement till date.
(j) Charges – Schedule annexed to this Article of Agreement
(k) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor | Signed on Behalf of

(Authorised Signatory) | **(Executive Engineer, IIT ROPAR)**

PART - B

SPECIAL CONDITIONS

1. In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.

   i) "Institute/Departement" shall mean the Indian Institute of Technology, Ropar (IIT Ropar)

   ii) The "President" shall mean the Board of Governors, IIT ROPAR.

   iii) The term "Director General of Works" shall mean the Director, IIT Ropar.

   iv) "Supreintending Engineer" shall mean the Registrar of the Institute, who as overall In charge and head of the administration shall direct the contract.

   v) The "Engineer-in-charge", who shall administer of the work, shall mean the Executive Engineer, IIT Ropar.

   vi) "Accepting authority" shall mean the Registrar, IIT ROPAR on behalf of the Director.

   vii) "Site Engineers" shall mean the Junior Engineer (Civil)/Junior Engineer (Electrical)appointed by Works & Estate department.

   viii) No labour huts/ jhuggies shall be allowed to construct in the campus except for the security persons at work site with proper sanitation arrangements after due approval of the Registrar.

   ix) Any damage caused to the existing roads, power cables, telephone cables, water lines and structures by the contractor's equipments, shall have to be made good by the contractor at his own cost.

   x) The contractor shall have to provide the safety jackets (reflective), safety shoes, safety helmets (ISI mark) and safety belt (double harness clip type locking arrangement) to the workers as under the general obligations under contract, no separate payment on this account shall be made. All other safety provisions as existing in GCC 2014 and National Building Code shall also be applicable.

   xi) The contractor has to provide and make arrangement for safety net of required specification and strength to ensure proper safety of workers while working at heights. At least at two tiers safety net should be provided below the working platform. No separate

payment on this account shall be made.

xii) Double scaffolding system (cup and lock type) on the exterior side or wherever required of the building must be provided with 40 mm dia MS tube 1.5 mtr. Centre to centre horizontal and vertical tube joining with cup and lock system with MS tube, MS tube challies, MS clamp and MS staircase system in the scaffolding for working platform etc.

xiii) Contractor shall have to make own security arrangement for watch and ward of the own construction materials, T&P etc brought at site.

xiv) If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.

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

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

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

xviii) For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping. The malba / rubbish shall required to be removed from site of work on daily basis, if the same is not removed a token penalty of Rs. 250/- per day shall be levied till the removal of malba. This shall be recovered from the bill. The contractor should not throw the malba from higher floors directly on the ground. It should be brought down through the staircase by the workers or proper shoute should be installed for this purpose.

xix) Plinth level- the Plinth Level of Building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level with be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractors rates quoted for all these items shall, therefore, the deemed to cater for extra height of plinth.

xx) 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.

2. DUTIES & POWERS:

(i) The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship employed in connection with the works, and to test and examine any materials to be used. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor, except as expressly provided here under, to order any work involving delay or any extra payment by the Institute, nor to make any variation in the works.

(ii) The Engineer-in-charge, from time to time in writing, delegate to the Site Engineer(s) any of the powers and authorities vested in them. Any written instruction or written approval given by the Site Engineer(s) to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Institute as though it had been given by the Engineer-in-charge provided always as follows:

a) Failure of the Site Engineer(s) to disapprove any work or materials shall not prejudice the power of the Engineer In-charge to subsequently disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

b) If the contractor is dissatisfied by reason of any decision of the Site Engineer(s), he shall be entitled to refer the matter to the Engineer-in-charge, who shall thereupon confirm reverse or vary such decision.

3. ASSIGNMENT & SUBLETTING:

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Engineer In-charge. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer In-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-contractor, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

4. PROPOSED ACTION IN CASE OF AN ACCIDENT AT SITE:

i. In case of any serious accident at work site, the Institute may cause an enquiry / investigation into the accident and depending on the outcome of such enquiry / investigation, the institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, IIT Ropar which may also lead to termination of the contract, and / or forfeiture of the security deposit made by the contractor, and / or the contractor may be may be debarred from applying for future works in the campus for a specified period.

5. Labour Laws:

i. All labour payment shall have to made as per labour laws.
ii. Contractor has to open a separate EPF account for the workers engaged on the construction site in the Institute.
iii. All labour should be issued an I-card on format approved by the Institute.
iv. In case of a serious violation of labour laws by the contractor in respect of the works awarded by the institute under these agreement, the institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, IIT Ropar which may lead to termination of the contract, and / or forfeiture of the security deposit made by the contractor, and / or the contractor may be debarred from applying for future works in the campus for a specified period.

6. SCOPE OF WORK:

6.1 The Scope of work is Road widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar along the boundary wall of the said campus.

6.2 Supplying and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction of approved size, design and shape, laid in required colour and coarse sand ,filling the joints with line sand rtc. All complete as per the direction of Engineer-in-charge.

6.3 Removal and Laying old cement concrete interlocking paver blocks of any design/shape laid in required line, level, curvature,colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine snd etc. all complete as per the direction of Engineer-in-charge. (Old CC paver blocks shall be supplied by the departement free of cost.

6.4 Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work,

using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering,finishing and reinforcement, including admixtures in recommended proportions as per IS:9103 to accelerate, retard setting of concrete,improve workability without impairing strength and durability as per direction of Engineer-in-charge.

6.5 Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge(length of finished kerb edging shall be measured for payment).(Precase CC kerb stone shall be approved by Engineer-in-charge)

6.6 Preparing and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earth with lead upto 50 meters.

6.7 Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5m in width as well as 10 sqm on plan including getting out and disposal of excavated earth up to 50m and lift upto 1.5m, as directed by Engineer-in-Charge. All kinds of soil.

6.8 Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations, etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50m and lift upto 1.5m.

6.9 Clean grass and removal of rubbish up to a distance of 50m outside the periphery of the area cleared.

6.10 Laying, spreading and compacting stone agrregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fill up interstices of coarse aggregate, watering and compacting

to the required density.

6.11 Defects Liability Period is Twelve months, reckoned from the date of completion.

6.12 The methodology of site execution work shall be followed in such a manner to have minimum disturbance to the existing traffic.

6.13 The Contractor shall make its own arrangements for the safe storage of materials, accommodation of staff,etc. and no claim for the temporary accommodation from the Contractor shall be entertained.

6.14 Testing of Materials i.e. Interlocking paver blocks, concrete, compaction of soil etc. as directed by Engineer-In-Charge.

7. CONTRACT DOCUMENT:

7.1 The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-charge who shall thereupon issue to the contractor its interpretation directing in what manner the work is to be carried out. In case the contractor feels aggrieved by the interpretation of the Engineer-in-Charge then the matter shall be referred to the Registrar and his decision shall be final, conclusive and binding on both parties to the contract.

7.2 The drawing etc. shall remain in the custody of the Institute. Two complete sets of drawings, specification and Bill of Quantities shall be furnished by the Engineer-in-charge to the contractor in such time, which must not delay the progress of the construction, and the Institute shall furnish copies of any additional drawings, which in their opinion may be necessary for the execution of any part of the work. One complete set shall be kept on the work site and the Engineer-in-charge and his representatives shall be, at all reasonable times, have
access to the same. The contractor shall study the drawings thoroughly before the commencement of work. In case of any discrepancy, the contractor shall seek clarification before proceeding with the works. Figured dimensions are in all cases to be accepted in preference to the scaled sizes. Large-scale details shall take preference over small scale ones.The contractor shall give adequate notice in writing to the Engineer-in-charge of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.The Engineer-in-charge shall have full powers and authority to supply to the contractor from time to time during the progress of the work such drawings and instructions as shall be necessary for proper execution and the contractor shall carry out and be bound by the same.

7.3 The successful tenderer shall be required to enter into an agreement with the

Institute. The Bill of Quantities & rates filled by the successful tenderer there in, the General Conditions of Contract for CPWD Works with upto date corrections slip incorporating corrections, CPWD specifications for Civil, the Special conditions, additional specifications, negotiation letter and the award letter etc. shall form part of the agreement to be signed by the successful tenderer. The cost of stamp paper and stamp duty, required for the agreement, shall be borne by the contractor.

7.4 VAT & CESS as per prevailing Government notification shall be recovered from the contractor's bills.

7.5 EPF & ESI contribution paid to the contract workers shall be reimbursed by the Engineer-in-charge on actual basis after satisfying that it has been actually & genuinely paid by the contractor.The contractorshould furnish documentary proof for the contribution made.

7.6 The price quoted by the bidder should be inclusive of all taxes as applicable on the last date of submission of bid. The Institute shall not be responsible or hold liable to any tax which is applicable on the last date of submission.

7.7 The quoted rates shall be inclusive of Trade Tax on works contract. The works contract tax shall be deducted from the bills of the contractor at the prescribed rates.

7.8 GST for this work shall be deposited by the Contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after submission of documentary proof on satisfying himself that it has been actually and genuinely paid by the Contractor for this work.

8. CONTRACT AGREEMENT:

The contract agreement, inclusive of its enclosures, shall remain in the custody of the Executive Engineer, Works & Estate Department, IIT ROPAR and be made available by him as and when required. Contractor shall however be supplied, an attested copy thereof, free of cost.

8.1 Canvassing in connection with tenders is prohibited and the tenders, submitted by the tenderers who resort to canvassing, are liable for rejection.

8.2 Tenderers are not allowed to make additions and alternations in the tender document. Any additions and alterations, if incorporated in the tender, shall be at the tenderer's risk since the modified tender is liable for rejection.Conditional tenders violate of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reason. Tenders with conditional rebate are liable for rejection at the sole discretion of the institute.

8.3 The contractor shall have to make his own arrangement of water. The withdrawal of water from the network of the Institute shall not be allowed. No charges shall be recovered if the contractor develops tube well at site and pumping arrangement at his own cost. The contractor shall have to seek permission of digging tube well etc. for water arrangements from Engineer-in-charge.

8.4 Temporary electrical connection (single / three phase) shall be provided by the Institute from its distribution network and the charges shall be realized at the prevalent commercial tariff of the institute, presently recovery rate is Rs. **6.57** per unit on the basis of actual consumption through a separate sub-meter under the control of the Engineer-in-charge. If the rates are revised in future the same shall be applicable to the contractor. The contractor at his own cost shall arrange the cable for service connection and the sub meter.

8.5 Cement and steel for the work shall be arranged by the contractor on his own. No material shall be supplied by the Institute except where specifically mentioned in Schedule 'C'.

9.0 ARBITRATION:

In the unfortunate situation of any and all differences, disputes, disagreement and controversies arising in any manner under this Contract, which cannot be setteled by mutual agreement between IIT Ropar and the successful bidder, the matter shall be submitted to arbitration.

All provisions of Arbitration and Conciliation Act 1996 (with amendments) shall apply and the place of Arbitration shall be Rupnagar, Punjab. The language of the Arbitration proceedings shall be English. The number of Arbitrators shall be ONE which shall be appointed by Director; IIT Ropar.The court which would have jurisdiction in the matter is Rupnagar, Punjab.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.
2. The contractor shall get the source of all other materials, not specified else where 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.
3. The contractor shall also submit bar bending schedule for approval of Engineer – in – charge before execution.
4. Material Inspection:
    1. Sample of building 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.
    2. 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.
    3. 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.
    4. 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.
    5. 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.

6. 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.

CONTRACTOR

(Executive Engineer)
For and on behalf of
Director, IIT ROPAR

ADDITIONAL TERMS AND CONDITIONS

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

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

3. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.

4a. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.

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

4c. The work of water supply, internal sanitary, lift, fire fighting installations and drainage etc. shall be carried out as per the bylaws. The contractor shall obtain such NOC from respective authorities.

5. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity, lift and firefighting etc. and nothing extra whatsoever shall be payable for the same.

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

7a. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR- 2016 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

7b. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

7c. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.

8. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.

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

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

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

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

13. Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 23 of CPWD specification 2009 Vol. I with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer-in-charge or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the same is maintained in the standard proforma.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

Date of receipt	Quantity received	Progressive total	Date of issue	Quantity issued	Items of work for which issued
1	2	3	4	5	6

PARTICULARS OF ISSUE

Qty. returned at the end of the day	Total issued	Daily balance in hand	Contractor's initial	JE's initial	Remarks (AE/EE's periodical check)
7	8	9	10	11	12

14. In case of concrete and reinforced concrete work, the contractor shall be required to make arrangements for carrying out compressive strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, their proper curing and carriage up to the laboratory where the tests are to be got conducted. The cube tests may be performed at institute / site laboratory approved by the Engineer-in-charge.

15. In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD Specifications 2009 Vol.I & II with upto date correction slips the higher of the two frequencies of testing shall be adopted. Nothing extra shall be payable to the contractor on this account.

16. **ADDITIONAL TERMS & CONDITIONS FOR QUALITY OF BRICKS**
Bricks shall confirm to CPWD Specifications 2009 Vol.I & II and Bricks of quality first class local available shall be used by the Contractor in place of class designation 75 mentioned in all the items using bricks in Bill of Quantity.

17. The contractor shall provide approved type of supports for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings. Spacer blocks of required shape and size, MS chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (conbextra as manufactured by M/s Fosroc Chemicals India Ltd. Or approved equivalent) of high early strength. Blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-Charge. Rate of item of steel reinforcement is inclusive of cost of such cover blocks.

18. **CONDITIONS FOR CEMENT:**

18.1 The contractor shall procure Pozolona Portland cement (conforming to IS 1489 (part-I) in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more such as A.C.C., Ultratech, J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc. Supply of cement shall be taken in 50 Kg bags, bearing manufacture's name and ISI

marking. Samples of cement, arranged by the contractor, shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cost of the 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 else where in the documents.
b) By the department, if the results conforms to relevant CPWD Specifications / BIS code or specification mentioned else where in the documents.

18.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as directed by the Engineer-in-Charge.

18.3 The cement godown of the capacity to store a minimum of 1000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to lock the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

18.4 The contractor shall supply free of charge the cement required for testing.

18.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement also shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein.

18.6 Wet curing period shall be enhanced to a minimum of 10 days or its equivalent. In hot & arid regions, the minimum curing period shall be 14 days or its equivalent.

19. **CONDITIONS FOR STEEL:**

19.1 The contractor shall procure TMT bars of Fe 500 D grade from primary producers such as SAIL / TISCO / RINL/JSW and JSPL as approved the by Ministry of Steel.

a. The TMT bars procured from primary producers shall conform to manufacture's specifications.
b. TMT bars procured from primary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 500 D grade of steel as specified in the tender.

19.2 The contractor shall have to obtain vouchers and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called " the Government") having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____

(hereinafter referred to as "the Bank") hereby undertake____to pay to the (Indicate the name of the Bank) Director, IIT Ropar an amount not exceeding Rs.___ _____ only) on demand by the Government.

(Rs.

2. we _____do hereby undertake to pay the amounts due and payable
(Indicate the name of the Bank)
under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. we_____further agree that the guarantee herein contained shall
(Indicate the name of the Bank)

remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We_____further agree with the Institute that the Institute
   (Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. we_____lastly undertake not to revoke this guarantee except with the previous
   (Indicate the name of the Bank)

consent of the Government in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____(Rs. _____only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the_____day of _____

For_____ (Indicate the name of the Bank)

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. _____for the work of _____

Dear Sir,

It is here by declared that IIT Ropar is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Ropar.

Yours faithfully

Executive Engineer
IIT Ropar

To,

The Executive Engineer,
IIT Ropar, Nangal Road,
Rupnagar -140001

Sub: Submission of Tender for the work of _____

Dear Sir,

I/We acknowledge that IIT Ropar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Ropar. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT Ropar shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IIT Ropar.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of .....20.....

BETWEEN

Director IIT Ropar represented through Executive Engineer IIT Ropar, (Hereinafter referred as the (Address of Division) ,**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the

(Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. _____) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for _____ hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
   - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in

addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
   a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
   b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
   c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
   d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority,IIT Ropar.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head **quarters of the Division** of the Principal/Owner, who has floated the Tender.
2) Changes and supplements need to be made in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)
WITNESSES:
1. .....
(signature, name and address)

2. .....
(signature, name and address)

Place:
Dated :

PART-C						
Road Widening using interlocking paver blocks at Transit Campus-1 of IIT Ropar						
BOQ						
Item No.	Item Description	Unit	Qty.	Rate in Figures	Rate in Words	Amount
1	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction, of approved size, design and shape , laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge	sqm	240			
2	Removal and Relaying old cement concrete interlocking paver blocks of any design/shape laid in required line, level, curvature,colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine snd etc. all complete as per the direction of Engineer-in-charge. (Old CC paver blocks shall be supplied by the departement free of cost.	sqm	20			
3	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering,finishing and reinforcement, including admixtures in recommended proportions as per IS:9103 to accelerate, retard setting of concrete,improve workability without impairing strength and durability as per direction of Engineer-in-charge.	cum	30			
4	Centering and Shuttering including strutting, propping etc. and removal of form for all heights for Foundations, footings, bases of columns, etc. for mass concrete.	sqm	30			

5	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge(length of finished kerb edging shall be measured for payment).(Precase CC kerb stone shall be approved by Engineer-in-charge)	cum	9			
6	Preparing and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earth with lead upto 50 meters.	sqm	360			
7	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5m in width as well as 10 sqm on plan including getting out and disposal of excavated earth up to 50m and lift upto 1.5m, as directed by Engineer-in-Charge. All kinds of soil	sqm	360			
8	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations,etc. in layers not exceeding 20cm in depth,consolidating each deposited layer by ramming and watering, lead upto 50m and lift upto 1.5m.	cum	40			
9	Clean grass and removal of rubbish up to a distance of 50m outside the periphery of the area cleared.	sqm	360			
10	Laying,spreading and compacting stone agrregate of specified sizes to WBM specifications in uniform thickness, hand picking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fill up interstices of coarse aggregate,watering and compacting to the required density.	cum	25			
	TOTAL AMOUNT					