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Name of Work: Extension of Shed in Jupiter Hostel in TC-1 of IIT Ropar
(SH: Steel Work).

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NIT Amounting to Rs. 1,53,427/- (Rupees One lakh fifty three thousand four hundred twenty seven only) is approved.

Certified that this NIT contains Total 38 (35 + 03) pages only .

PART - A

**INDIAN INSTITUTE OF TECHNOLOGY ROPAR
WORKS AND ESTATE OFFICE**

**TENDER
DOCUMENT**

Name of Work: Extension of Shed in Jupiter Hostel in TC-1 of IIT Ropar
(SH: Steel Work).

SL. NO.	DESCRIPTION	PAGE
1.	PART-A (NIT, Form 6 & 7, Performa of schedules and conditions etc.)	1 - 35
2.	PART-B (Special Conditions, Quality Assurance of the Work, Additional Terms & Conditions,)	
	PART-C (Format A & Schedule of Work)	03

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

1. CPWD General Conditions of Contract of 2014 for details refer to [www.cpwd.gov.in/publications/GCC 2014 corrected upto 09.02.2018](http://www.cpwd.gov.in/publications/GCC_2014_corrected_upto_09.02.2018).

Estimated Cost Rs 1,53,427/- (One lakh fifty three thousand four hundred twenty seven only)

Assistant Executive Engineer (Civil)


Executive Engineer

INDIAN INSTITUTE OF TECHNOLOGY ROPAR

Notice Inviting Tenders No.IITRPR/EE/T/18/171

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

Name of work: Extension of Shed in Jupiter Hostel in TC-1 of IIT Ropar
(SH: Steel Work).

Estimated cost Rs. **1,53,427/-**,

Earnest money **Rs. 3070/-**,

Period of completion **15 days**,

Last time and date of submission of bid **3.00 PM on 19.06.2018** .

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


Registrar

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

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

	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/18/171	Extension of Shed in Jupiter Hostel in TC-1 of IIT Ropar (SH: Steel Work).	Estimated cost: Rs.1,53,427 /-	Rs. 3070/-	15 days	Upto 3:00 on 19.06.2018	up to 3:00 PM on 19.06.2018	Opening at 3.15 PM on 19.06.2018

A. ELIGIBILITY CRITERIA :

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

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

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

OR

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

OR

- One similar* work of value not less than 80% of the estimated cost put to

tender.

* Similar would mean having structural steel work for construction of shed alongwith roofing

- 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 Format " A" 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 inclusive of GST – Rs. 150/-** 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 **03:15 PM on 19.06.2018.**
 - 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-7 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 **15 days (Fifteen 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 14.06.2018 to 19.06.2018** every day except on Saturdays, Sundays and Public Holidays free of cost.

- 8) The tender shall be accompanied with earnest money of **Rs. 3070/-**
- 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:
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 **sixty days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at 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-7** 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-7 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 quantities 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

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

A) Extension of Shed in Jupiter Hostel in TC-1, IIT Ropar (SH: Steel Work) to be submitted by **3:00 PM on 19.01.2018** 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 **3:15 PM on 19.06.2018** 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 (60) sixty days from the date of opening of tender** and not to make any modifications in its terms and conditions.

A sum of **Rs. 3070/-** 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 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 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

Witness:
Address:
Occupation:

Signature of contractor

Postal Address: _____

Email : _____

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 work if any

As attached in for the tender form

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:	Extension of Shed in Jupiter Hostel of TC-1 , IIT Ropar (SH: Steel Work).
Estimated cost of the work:	Rs. 1,53,427/-
Earnest Money Deposit	Rs. 3070/-
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-7** as modified & corrected upto date.

Clause 1

i) Time allowed for submission of performance guarantee from the date of letter of acceptance. 10 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 Successor thereof

Clause 2A

Whether clause 2A shall be applicable

Not applicable.

Clause 5

Number of days from the date of issue letter of acceptance for reckoning date of start

7 days

Time allowed for execution of work

15 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 10 B(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

15%

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

Clause 12.5

15% (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

100%

foundation work (Except earthwork)

Clause 16

Competent Authority for Deciding reduced rates:

Executive Engineer, IIT Ropar

Clause 18

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

As per requirement.

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: Extension of Shed in Jupiter Hostel of TC-1, IIT Ropar (SH: Steel Work).

- 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 ~~rates~~ ^{percentage} in figures and words accurately so that there is no discrepancy in ~~rates~~ ^{rates written} in figures and words.
- 3 Time allowed for the execution of work is **15 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 work 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.

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

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor the work of Extension of Shed in Jupiter Hostel of TC-1 ,IIT Ropar (SH: Steel Work) .

I. 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 Extension of Shed in Jupiter Hostel of TC-1 ,IIT Ropar (SH: Steel Work) .

(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.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for Extension of Shed in Jupiter Hostel of TC-1 ,IIT Ropar (SH: Steel Work).

V. 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 Extension of Shed in Jupiter Hostel of TC-1 ,IIT Ropar (SH: Steel Work) 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. 7, 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 Engineers deputed 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) Contractor shall have to make own security arrangement for watch and ward of the own construction materials, T&P etc brought at site.
- xiii) If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.
- xiv) 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.
- xv) 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.
- xvi) 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.
- xvii) 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