INDEX

Name of Work: Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar.

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NIT Amounting to Rs. 241459/- (Rupees Two lakh forty one thousand four hundred fifty nine only) is approved.

Certified that this NIT contains Total 34 (30 + 04) pages only .

# PART - A

## INDIAN INSTITUTE OF TECHNLOGY ROPAR WORKS AND ESTATE SECTION

## TENDER DOCUMENT

Name of Work: Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar

SL. NO.	DESCRIPTION	PAGE
1.	PART-A (NIT, Form 6 & 7, Performa of schedules and conditions etc.)	
2.	PART-B (Special Conditions, Quality Assurance of the Work, Additional Terms & Conditions, Form of Performance Security and Integrity Pact)	30
	PART-C (Format A & Schedule of Work)	04

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

 CPWD General Conditions of Contract of 2014 for details refer to www.cpwd.gov.in/publications/GCC 2014 corrected upto date.

Estimated Cost Rs 241459/- (Two lakh forty one thousand four hundred fifty nine only)

Assistant Executive Engineer (Civil)

**Executive Engineer** 

## INDIAN INSTITUTE OF TECHNOLOGY ROPAR

## Notice Inviting Tenders No. IITRPR/EE/T/19/182

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

Name of work: Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar

Estimated cost Rs. 241459/-,

Earnest money Rs. 4850/-,

Period of completion 30 days,

Last time and date of submission of bid 3.00 PM on 21.03.2019.

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 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/19/182	Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar	Estimated cost: Rs.241459/-	Rs. 4850/-	30 Days	Upto 3:00 on 21.03.2019	up to 3:00 PM on 21.03.2019	Opening at 3.30 PM on 21.03.2019

## A. ELIGIBILTY CRITERIA:

- 1) Contractors who fulfill the following requirements shall be eligible to apply:-
  - Should have satisfactory completed similar works as mentioned below during the last seven years ending the last day of submission of application.
    - 3 (three) Civil similar works\* each of value not less than 40% of the estimated cost put to tender

OR

 2 (two) Civil similar 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.

#### \*Similar Works means "Aluminium Partition and Interior Works"

- 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) GST Registration No.
    - d) Tender document with signature on all pages.
    - e) Tender fee.
    - f) EMD.
    - g) 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 Deputy Registrar (S&P), Utility block, IIT Ropar, IIT Ropar Sub Post Office, IIT Ropar, Rupnagar – 140001.
  - a) Cost of Tender Document Rs. 590/- (Tender fee + GST@18%) 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 21.03.2019.

- The tender submitted shall become invalid and cost of tender fee shall not be refunded if:
  - 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 :

- 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.
- 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 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.
- 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.litrpr.ac.in/tenders
- 7) The bid shall be submitted in the office of Deputy Registrar (S&P), Utility block, IIT Ropar, IIT Ropar Sub Post Office, IIT Ropar, Rupnagar 140001 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 15.03.2019 to 19.03.2019 every day except on Saturdays, Sundays and Public Holidays free of cost.

- The tender shall be accompanied with earnest money of Rs. 4850/-
- 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.

- 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
- 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.
- 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, 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.
  - Standard C.P.W.D. Form-7 as modified and corrected.
- 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.

23. Mortes

Registrar

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

## PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

A) Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar to be submitted by 3:00 PM on 21.03.2019 in the office of the Deputy Registrar (S&P), Utility block, IIT Ropar, IIT Ropar Sub Post Office, IIT Ropar, Rupnagar – 140001.

To be opened in presence of tenderers who may be present at 3:30 PM on 21.03.2019 in the office of the Deputy Registrar (S&P), Utility block, IIT Ropar, IIT Ropar Sub Post Office, IIT Ropar, Rupnagar – 140001.

1)	Issued to:	

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.** 4850/- 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

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

	Signature of contractor
Witness:	Postal Address:
Address:	Email :
Occupation:	
ACC	CEPTANCE
accepted by me for and on behalf of Rs(Rupees	ou as provided in the letters mentioned hereunder) is f of the Board of Governors, IIT Ropar for a sum low shall form part of this contact Agreement:- i)
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	

## 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	

## SCHEDULE 'D

work if any

tender form

## SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:	Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar.
Estimated cost of the work:	Rs. 241459/-
<b>Earnest Money Deposit</b>	Rs. 4850/-
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 12.2.8 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. 15 days

 ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period as provided in (i) above. 7 days

#### Clause 2

Authority for fixing compensation under

Registrar, IIT Ropar or Sucessor thereof

clause 2

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

30 days

Authority to decide

i) Extension of time

ii) Rescheduling of mile stones

Executive Engineer, IIT Ropar 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		materials covered under clause 10 CA	
1. Cement (PPC)	N.A.	Rs 5200/- Per MT	
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 & plants to be deployed by the Contractor at site. As per requirement.

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

Minimum Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Number	shall be ma contractor of not fulfill	ich recovery ade from the in the event ing if clause 36
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 Government services that are holding diploma will be treated at par with Graduate Engineers.

## Clause 42

 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

2% plus only and Nil on minus

Structural steel sections for each diameter, section and category

c) All other materials

NIL

d) Bitumen for all work

2.5% Plus only

## SAILENT/MANDATORY REQUIREMENTS FOR THE TENDER

Name of Work: Aluminium Partitioning Work at various locations in Permanent Campus 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.
- Separate schedule of quantity is included in this tender for civil items of work. The contractor shall quote the 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.
- 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.

## CONTRACT AGREEMENT

## (ON RS.100 NON JUDICIAL STAMP PAPER\*)

Indian	GREEMENT is made on2019 Between Executive Engineer, Institute of Technology Ropar Punjab (hereinafter referred to as "Client" which sion shall include his successors and assigns), and whose principal place of office is lopar, Nangal Road, Rupnagar Punjab India 140001 of the One Part,
	AND
at Contrac deeme	
Perma	EAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor the work of Aluminium Partitioning Work at various locations in nent Campus of IIT Ropar. under Tender No.
accorda	AND WHEREAS the Contractor submitted his bid videin in ance with the bid documents and represented therein that it fulfills all the ments and has resources and competence to provide requisite services to the Client
succes contrac Contrac	AND WHEREAS the Client has selected M/sas the sful bidder ("the Contractor") pursuant to the bidding process and negotiation of the prices, awarded the Letter of Acceptance (LoA) No to the ctor on
IV.	AND WHEREAS the Client desires that the Aluminium Partitioning Work at
	s locations in Permanent Campus of IIT Ropar.
(ac do	fined in the Ridding Document) be provided, performed, executed and completed by

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar.

the Contractor, and wishes to appoint the Contractor for providing requisite services to the

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.

Client.

<sup>\*=</sup> 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 Aluminium Partitioning Work at various locations in Permanent 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:

- 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.
- 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.
- (i) Charges Schedule annexed to this Article of Agreement
- (k) Supplementary Agreements executed from time to time.
- 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.
- 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

- 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.
  - "Institute/Department" shall mean the Indian Institute of Technology, Ropar (IIT Ropar)
  - ii) The "President" shall mean the Board of Governors, IIT ROPAR.
  - The term "Director General of Works" shall mean the Director, IIT Ropar.
  - iv) "Superintending Engineer" shall mean the Registrar of the Institute, who as overall In charge and head of the administration shall direct the contract.
  - 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 Engineer (Civil)/ 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) 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:

 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- incharge, who shall thereupon confirm reverse or vary such decision.

## ASSIGNMENT & SUBLETTING:

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Engineer Incharge. 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 Incharge 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:

- All labour payment shall have to made as per labour laws.
- Contractor has to open a separate EPF account for the workers engaged on the construction site in the Institute.
- 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.

## SCOPE OF WORK:

6.1 The Scope of work is Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar.

## 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-incharge 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 contractor should 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 settled 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

- 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.
- The contractor shall also submit bar bending schedule for approval of Engineer –in charge before execution.

## Material Inspection:

- 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-inCharge 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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-incharge 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.
- 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.
  - 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.
- 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.
- 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.
- 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.

# PART - C

## Format "A"

Name of Work	Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar.						
	Estimated Cost	Y		₹ 241,459.00			
		Proforma	for Quoting the r	ates			
Sr. No.	Name of component	Estimated Cost (in Rupees)	Percentage ABOVE or BELOW the estimated cost	Percentage (%) in Figures	Percentage (%) in Words	Total Amount (In Rupees)	
1	Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar	₹ 241,459.00					

\* (Mention Above or below)

Signature of Bidder with seal



Schedule of Work							
Aluminium Partitioning Work at various locations in Permanent Campus of IIT Ropar							
No.	ITEM DESCRIPTION	Qty	UNIT	RATE	AMOUNT		
1	Providing and fixing 12mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top and bottom pivot and spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge ( Door handle, lock and stopper etc. to be paid seperately)Make: Ashai,Saint Gobain, Modi guard.	5.82	sgm	4608.85	26823.51		
2	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS: 6315, having brand logo embossed on the body/plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and sibgle piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge.Make Dorma/Hafele or equivalent						
	With stainless steel cover plate minimum 1.25 mm thickness	3	each	2054.4	6163.20		
3	Providing and fixing in stainless steel Grade 304 in stainless steel satin/polish finish door stopper half dome type with 45 mm dia with fixing acessories and necessary screws etc. complete. Make: Add make Dorma/Hafele/D-Line Or Equivalent.	3	each	180	540		
4	Providing and fixing in stainless steel grade Grade 304 in stainless steel satin/polish finish corner lock including epc both side key operation and lock keeper plateof approved make and manufacturer with necessary screws etc. complete ( Make : Dorma/Hafele/D-Line/ godrej)	3	each	3350	10050		
5	Providing and fixing in stainless steel Grade 304 in stainless steel satin/polish finish "D" type pull handles of standard range of approved make and manufacturer with necessary screws etc. complete. Add Aluminium grill if possible (Make: Dorma/Haffle/D-Line)	6	each	2300	13800		



	250 * 16 mm	2	each	189.2	378.4
11	Providing and fixing aluminium sliding door bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete:				
10	Providing and fixing IS: 3564 marked aluminium extruded section body tabular universal hydraulic door closer with double speed adjustment with necessary accessories and screws etc. complete.Make: Godrej, Everest, Universal, Sandhu.	2	each	388.4	776.8
	With float glass panes of 5.50 mm thickness	25.95	sqm	1003.95	26052.503
9	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc.  With EPDM rubber / neoprene gasket etc, complete as per the architectural drawings and the directions of Engineer-in-charge. Make Modiguard, Saint Gobain, Ashai.				
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	11	kg	444.9	4893.90
8	For shuttes of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of PVC / neoprene gasket required (Fittings shall be paid for separately).				
	Pre-laminated particle board with decorative lamination on both sides.	47	sqm	866.6	40730.20
7	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in paneling fixed in aluminium doors, windows shutter and partition frames with C. P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.Make: Action Tesa, Novapan, Merino, Greenlam.				
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	288	kg	384.5	110736
	For fixed portion				
6	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixed with dash fasteners of required dia nad size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber /neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing/paneling, CP brass/stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.				

12	Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete :				
	250 * 10 mm	2	each	88.1	176.2
13	Providing and fixing aluminium handles ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete.				
	150 mm X 200 mm	2	each	150	300
14	Providing and fixing aluminum hanging floor door stopper ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour and shade with necessary screws. complete.				
	Twin rubber stopper	1	each	38	38
	Total				241459