

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 Providing and fixing mild steel grills on the ground floor in Chenab hostel and Beas hostel at transit campus of IIT Ropar for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

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

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

- (a) Notice Inviting Tender Form 6, Form No. 7, Performa of Schedules.
- (b) The Letter of Intent /Acceptance (LoI/A) 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 AEE (Civil)/ Junior Engineer (Civil)/Junior Engineer (Electrical) appointed by Works & Estate department.
 - viii) No labour huts/ jhuggies shall be allowed to construct in the campus except for the security persons at work site with proper sanitation arrangements after due approval of the Registrar.
 - ix) Any damage caused to the existing roads, power cables, telephone cables, water lines and structures by the contractor's equipments, shall have to be made good by the contractor at his own cost.
 - x) The contractor shall have to provide the safety jackets (reflective), safety shoes, safety helmets (ISI mark) and safety belt (double harness clip type locking arrangement) to the workers as under the general obligations under contract, no separate payment on this account shall be made. All other safety provisions as existing in GCC 2014 and National Building Code shall also be applicable.
 - xi) The contractor has to provide and make arrangement for safety net of required specification and strength to ensure proper safety of workers while working at heights. At least at two tiers safety net should be provided below the working platform. No separate payment on this account shall be made.

- xii) Double scaffolding system (cup and lock type) on the exterior side or wherever required of the building must be provided with 40 mm dia MS tube 1.5 mtr. Centre to centre horizontal and vertical tube joining with cup and lock system with MS tube, MS tube chollies, MS clamp and MS staircase system in the scaffolding for working platform etc.
- xiii) Contractor shall have to make own security arrangement for watch and ward of the own construction materials, T&P etc brought at site.
- xiv) If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.
- xv) Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- xvi) 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.
- xvii) 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 chute should be installed for this purpose.
- xviii) Plinth level- the Plinth Level of Building is to be kept as per Architectural drawings. All the items of works such as PCC, RCC, Brickwork and shuttering etc. in foundation upto this plinth level with be measured and paid as the work done upto plinth level. Nothing extra due to higher plinth will be paid and contractors rates quoted for all these items shall, therefore, be deemed to cater for extra height of plinth.
- xix) 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 pecified period.

5. **Labour Laws:**

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

6. **SCOPE OF WORK:**

The Scope of work is to do fabrication and installation of Metal frames/ Grills in Chenab hostel and Beas hostel including welding, bolting, primer, painting, fixing with fasteners, including material, labour, transportation etc. all complete and making good the damage done during fixing of Mild Steel Grills in accordance with the drawings, specifications and direction of Engineer-In-Charge at Permanent Campus of IIT Ropar. The approximate/ tentative details are as follows:

- 6.1 Beas Hostel Sizes (approximate size in meters) :
- a. 1.35 x 1.35 : 64 Windows
 - b. 2.77 x 1.33 : 02 Windows

- 6.2 Chenab Hostel Sizes (approximate size in meters)

- a. 0.64 x 1.37 : 60 Windows
- b. 0.59 x 1.37 : 07 Windows
- c. 0.51 x 1.37 : 19 Windows
- d. 1.57 x 1.37 : 17 Windows
- e. 1.35 x 1.37 : 02 Windows
- f. 1.60 x 1.37 : 69 Windows
- g. 0.51 x 1.37 : 04 Windows
- h. 2.77 x 1.32 : 02 Windows
- i. 2.16 x 1.32 : 01 Window
- j. 1.30 X 1.37 : 06 Windows
- k. 0.71 x 1.37 : 01 Window
- l. 0.91 x 1.37 : 02 Windows
- m. 1.05 x 1.32 : 01 Window

NOTE: The Window sizes and quantities are to be verified by the bidder before commencement of work at Site and get approved by Engineer-In-Charge.

7. CONTRACT DOCUMENT:

- 7.1 The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-Charge who shall thereupon issue to the contractor its interpretation directing in what manner the work is to be carried out. In case the contractor feels aggrieved by the interpretation of the Engineer-in-Charge then the matter shall be referred to the Registrar and his decision shall be final, conclusive and binding on both parties to the contract.
- 7.2 The drawing etc. shall remain in the custody of the Institute. Two complete sets of drawings, specification and Bill of Quantities shall be furnished by the Engineer-in-charge to the contractor in such time, which must not delay the progress of the construction, and the Institute shall furnish copies of any additional drawings, which in their opinion may be necessary for the execution of any part of the work. One complete set shall be kept on the work site and the Engineer-in-charge and his representatives shall be, at all reasonable times, have access to the same. The contractor shall study the drawings thoroughly before the commencement of work. In case of any discrepancy, the contractor shall seek clarification before proceeding with the works. Figured dimensions are in all cases to be accepted in preference to the scaled sizes. Large-scale details shall take preference over small scale ones.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 TDS & CESS as per prevailing Government notification shall be recovered from the contractor's bills.
- 7.7 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.

7.8 **The price quoted by the bidder should be inclusive of all taxes, including GST and labour cess 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.**

8. CONTRACT AGREEMENT:

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

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

8.3 **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.

8.4 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.

8.5 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 thro' 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.

8.6 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. ARBITRATION:

In the unfortunate situation if any all disputes, disagreement and controversies arising in any manner, which cannot be settled by mutual agreement between the two parties, shall be resolved through arbitration. The number of arbitrators shall be ONE, shall be appointed by Director, IIT Ropar. The decision of sole arbitrator shall be final and binding to both the parties. All provisions of Arbitration and Conciliation Act 1996 (with amendments) shall apply and the legal place of arbitration shall be Rupnagar, Punjab. The language of arbitration proceedings shall be English. The Court which have jurisdiction in the matter is District Court, Rupnagar, Punjab.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.
2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
3. The contractor shall also submit bar bending schedule for approval of Engineer – in – charge before execution.
4. Material Inspection:
 1. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in- Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
 2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
 3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
 4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

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

CONTRACTOR

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

ADDITIONAL TERMS AND CONDITIONS

1. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
2. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
3. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 4a. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 4b. The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 4c. The work of water supply, internal sanitary, lift, fire fighting installations and drainage etc. shall be carried out as per the bylaws. The contractor shall obtain such NOC from respective authorities.
5. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity, lift and firefighting etc. and nothing extra whatsoever shall be payable for the same.
6. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 7a. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR- 2018 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

- 7b. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.
- 7c. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.
8. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
9. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
10. In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
11. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
12. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

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

PARTICULARS OF ISSUE

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

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

ACCEPTABLE LIST OF MATERIALS
LIST OF APPROVED MAKES/AGENCIES
FOR WORKS COVERED UNDER THIS CONTRACT

- 1) All materials and products used in the work shall conform to the relevant standards/specifications and shall be of approved make and design. Lists of approved manufacturers/vendors for Civil works, Plumbing works, Fire fighting & Fire Alarm works, Electrical works etc. is given herein below. The approval of a manufacturer/ vendor shall be given only after review of the sample/specimen by the Engineer-in-charge. The complete system and installation shall also be in conformity with the "Applicable Codes Standards and Publications".
- 2)
- 3) List of Approved makes for Products, Materials and specialist agencies is given below. Other equivalent manufacturers may be considered with prior approval; however the decision of the Engineer-in-charge shall be final.

S. No.	ITEM	MAKE
1.	GREY CEMENT	J.P., ACC, LARSEN & TOUBRO, GUJARAT AMBUJA, VIKRAM, BINANI J.K, BIRLA, SHREE OR ANY OTHER BRAND WITH APPROVAL OF ENGINEER- IN-CHARGE.
2.	WHITE CEMENT	JK WHITE, BIRLA WHITE OR EQUIVALENT
3.	REINFORCEMENT/STRUCTURAL STEEL	SAIL, TISCO, RINL, JINDAL
4.	NON STRUCTURAL STEEL	SAIL, TATA, RINL, JINDAL
5.	ANTI-TERMITE TREATMENT	PEST CONTROL INDIA LTD, PEST CON INDIA, PEST CONTROL INCORPORATED, OR ANY OTHER AGENCY TO BE APPROVED BY THE ENGINEER- IN-CHARGE.
6.	CONCRETE ADDITIVE	FOSROC CICO-TL, SIKA, PIDILITE
7.	FLUSH DOORS, SHUTTERS	KUTTY FLUSHDOOR, KITPLY INDUSTRIES (SWASTIK), CENTURY, ANCHOR, MERINO.
8.	PLYWOOD / BLOCK BOARD / SOFT BOARD	ANCHOR, DURO, GREEN LAM, CENTURY, ARCHID PLY,
9.	PRELAMINATED PARTICLE BOARD	ACTION TESA, NOVAPAN, ANCHOR, MERINO, GREEN LAM, CENTURY, ARCHID PLY
10.	VENEERED PARTICLE BOARD	KITPLY, ACTION TESA, GREENLAM MERINO.
11	LAMINATED PARTICLE BOARD/ LAMINATES	KITPLY, ACTION TESA, GREENLAM, CENTURY PLY, MERINO, SUNMICA, FORMICA, GVK
12.	LAMINATES	CENTURY, MERINO, GREEN LAMP, ARCHID LAM
13.	ADHESIVE FOR WOOD WORK	DUNLOP, FEVICOL, VAMICOL, PIDILITE
14.	POLYURETHANE SEALANT	MBT, CHOKSEY, PIDILITE
15.	SILICON SEALANT	DOWN CORNING, ALSTONE OR EQUIVALENT
16	FALSE CEILING- GYPSUM	SAINT GOBAIN, LAFARAGE, VANS GYPSUM, INDIAGYPSUM, BERAL GYPSUM, ARMSTRONG
17	FALSE CEILING- METAL	SAINT GOBAIN, ARMSTRONG, DEXURE, SAS, AURA, LINDNER