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**Name of Work: Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus.**

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**NIT amounting to Rs. 3,36,150/- is approved.**

**Executive Engineer  
Electrical Division  
IWD I.I.T., Kanpur**

# ***PART-A***

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**INSTITUTE WORKS DEPARTMENT**  
**ELECTRICAL DIVISION**  
**E-TENDER NOTICE**

NIT No. 06 /Elect/2022/108

Dated: 27.05.2022

The Executive Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tenders for the following works from Specialized Agencies:-

Sl. N	Name of work and location	Estimated cost put to tender (In Rs.)	Earnest Money (In Rs.)	Period of Completion	Last date & time of submission of tender	EMD Declaration, and other Documents shall be open online on	Time & date of opening of tender
1	Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus	3,36,150/-	<b>NIL with Bid Security Declaration on (see Page 25)</b>	02 Month	Upto 3:00 PM on 13.06.2022	At 3:00 PM on 14.06.2022	At 3:30 PM on 16.06.2022

*The e-tender documents is available on <https://eprocure.gov.in/eprocure/app>.*

(Vinay Kumar Tiwari)  
Executive Engineer

Copy to:

1. Institute website: [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm)
2. Notice Board

## **Information of e-Tendering for Contractors**

1. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
4. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The following condition pertains to GST of Clause 37 & 38 of General Condition of contracts and corresponding amendments should be read as follows:-
  - a) The quoted rate should be exclusive of GST
  - b) The GST as applicable shall be paid extra. The total bid price quoted shall be inclusive of all statutory liabilities, taxes, cess, duties, levies as applicable under the prevailing statutes or levy by the statutory authorities/State/Central Government and payable by the bidder under the contract. All the GST benefits and credits on inputs as available to the bidder shall be taken into consideration in the quoted price and pass on the benefits/credits to the Corporation. Bidder shall also comply with the provision of Anti-Profiteering under GST act.)

## **BID DOCUMENT**

Online bids (Technical & Financial) from eligible bidders which are valid for a period of **90** days from the date of Technical/financial Bids opening are invited and on behalf of the Executive Engineer, (Elect.) IWD, IIT, Kanpur for “**Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus**”.

Notice Inviting Tender No.	06/Elect/2022/108 dated: 27.05.2022
Name of Work	Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus.
Estimated Cost	<b>Rs. 3,36,150/-</b>
Earnest Money	<b>Nil with Bid Security Declaration page no. 25 (Attached)</b>
<b>Non-refundable Tender Processing fee (inclusive of GST@18%) Through online transfer (NEFT/RTGS)</b>	<b>Tender Processing Fees Rs. 500/-</b>
	<b>Tender Processing Fees Rs. 200/- for having MSME/NSIC/Startup registration</b>
<b>Details of Institute Account for submitting tender processing fees</b>	<b>Bank Name: SBI IIT Kanpur Beneficiary Name: The Registrar IIT Kanpur A/C No. 30632766814 IFSC Code: SBIN0001161</b>
<b>Date of Publishing</b>	<b>27.05.2022</b>
Clarification Start Date and Time	<b>27.05.2022 ( working days only)</b>
Clarification End Date and Time	<b>07.06.2022 ( working days only)</b>
Queries (if any)	No queries will be entertained after clarification end date and time
<b>Bid Submission Start Date</b>	<b>27.05.2022 (15:30 hrs)</b>
Last Date and time of uploading of Bids	<b>13.06.2022.2022 (15:30 hrs)</b>
Last Date and time of submitting, Bid Security Declaration and other documents online	<b>13.06.2022 (15:30 hrs)</b>
Date and time of opening of Technical, Bids	<b>14.06.2022 (16:00 hrs)</b>
Date and time of opening of Financial Bids	<b>16.06.2022 (15.30 hrs) (Tentative)</b>

- Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

- **(The bids have to be submitted online in electronic form on [www.eprocure.gov.in](http://www.eprocure.gov.in) only. No physical bids will be accepted.)**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>)by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS:**

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/ formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

**SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the **Bid Security Declaration** as per the instructions specified in the NIT/ tender document. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

- (iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vi) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (vii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

**Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their percentage rate in figures in the appropriate cell, thereafter save and upload the file in financial bid cover (Price bid) only.**

**If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.**

- (viii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (ix) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (x) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.



**ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is **0512-2597059 between 10:30 hrs to 17:00 hrs. The email id for the helpdesk is: vktiware@iitk.ac.in.**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)

## INSTRUCTION FOR e-PROCUREMENT

### 1. PREPARATION AND SUBMISSION OF BIDS :

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover- 1 and Financial Bid in “.Xls” should be upload online in cover-2

### 2. SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

### 3. TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

**List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**

- Required Experience / completion certificates of similar nature of works.
- Registration Certificates of EPF & ESIC
- Scanned copy of solvency certificate
- Scanned copy of financial turnover during last 3 years.
- Scanned copy of GST Registration & PAN Card
- Scanned copy of Net-worth certificate by the Chartered Accountant
- Scanned copy of proof of tender fee submission as per the format (Annexure B) must be upload along with transaction slip.
- Scanned Copy of Bid Security Declaration (Annexure A).

**Note: No hardcopy of any documents will be accepted**

**Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.**

#### 4. **Financial Bid**

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid in Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. Being an individual work contract no other tax is payable other than GST. The GST shall be paid extra as applicable.

#### 5. **Last Date for Submission of Tender:**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

#### 6. **Bid Validity**

- a. All the Bids must be valid for a period of 90 days from the date of financial bid opening of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

#### 7. **Modification / Substitution/ Withdrawal of bids:**

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### 8. **Rejection of the Bid:** The bid submitted shall become invalid if:-

- a) The tenderer is found ineligible.
- b) The tenderer does not upload all the documents as stipulated in the tender document.
- c) **If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies required after tender opening.**

## **NOTICE INVITING TENDER (FORM -6 FOR E-Tendering)**

1. The Executive Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tenders for the following works from Specialized Agencies **Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus.**

1.1 The work is estimated to cost **Rs 3,36,150/-** This estimate, however, is given merely as a rough guide.

1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division, which will deal with all matters relating to the invitation of tenders.

### **2 Criteria of eligibility**

Having satisfactorily completed 3 (three) similar works each of value 40% of the estimated cost or (two) similar works each of value 60% of the estimated cost or (one) similar work of value 80% of estimated cost during last seven years. Out of the above at least one work must be in the Central Govt./ Central Autonomous bodies/ Central PSU/State PSU/State Govt.

\* 3 (three) similar completed works costing not less than **Rs. 1.34 Lacs**

**or**

\* 2 (two) similar completed works costing not less than **Rs 2.01 Lacs**

**or**

\* 1 (one) similar completed work of aggregate cost not less than **Rs 2.68 Lacs.**

- a. Similar nature of work means: **Supply, installation, testing & commissioning of batteries of capacity 12V, 180A or higher.**
- b. Having GST, ESI & EPF registration certificate of government authorities.
- c. Details of average annual financial turnover of electrical works should be at least 100% of the estimated cost during the last 3 consecutive financial years.
- d. Having a bank solvency certificate of not less of 40% of estimated cost.
- e. **Should have Net worth certificate of minimum Rs. 1.34 Lacs issued by the certified Chartered Accountant.**
- f. **Scanned Copy of Bid Security Declaration.**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of bids.

**3. After the award of the tender, the tenderer shall have to furnish an affidavit on non judicial stamp paper of Rs. 10.00 as under:**

**“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 light, then I/We shall be debarred for tendering in IIT Kanpur contracts in future forever. Also, if such a violation comes to light before date start of work, the Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee along with other procedures.”**

4. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication

and also available on website [www.iitk.ac.in](http://www.iitk.ac.in) Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

5. The time allowed for carrying out the work will be **02 Months** 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 documents.
6. The site for the work is available.\*
7. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://eprocure.gov.in/eprocure/app> or [www.iitk.ac.in](http://www.iitk.ac.in)
8. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
9. When tenders are invited in three-stage system and if it is desired to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
10. Copy of Enlistment Order and certificate of work experience wherever applicable and other documents if required and specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Bid Security Declaration Document & tender fee proof submission and other documents as mentioned are found in order.

11. The tender submitted shall become invalid if:
  - i. The tenderer is found ineligible.
  - ii. The tenderer does not upload all the documents as stipulated in the tender document.
  - iii. **If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies required after opening of the tender.**

The tender submitted shall be opened at 03:30 PM on **16.06.2022 (Tentative)**.

**Non Refundable E-tender Processing Fees is required to be submitted through online transfer (NEFT/RTGS) to the Institute account. Proof of submission as per the format (Annexure B) must be upload along with transaction slip with due mention of NIT No.: in the CPP portal for valid tender submission. Details of Bank Account details can be found in (Annexure-C).**

### **Annexure B**

**Format for proof of submission to be uploaded along with transaction slip.**

NIT No.	Name of Agency	GST Number of the Agency	Date of Transaction	Total Amount Transferred	UTR Number

### **Annexure C**

**Details of Institute Bank Account for submitting tender processing fees.**

Bank Name	Beneficiary Name	A/C No.	IFSC Code
SBI IIT Kanpur	The Registrar, IITK	30632766814	SBIN0001161

12. The contractor whose tender is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Schedule “F”. This guarantee shall be in the form of cash (in case guarantee amount is less than ` 10,000/-) or 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 (in case guarantee amount is less than ` 1,00,000/-) 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’, the contract would be liable to rejection by competent authority along with other procedures.**
13. Intending 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 risks, contingencies and other circumstances which may influence or affect their tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers 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 tenderers 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 and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the Board of Governors, IIT, Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer 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 gazetted officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior 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.
19. The tender for the works shall remain open for acceptance for a period of **ninety (90) 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, the tenderers shall not be allowed to participate in the retendering process of the work.
20. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 07 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 part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
21. The tender document will include following three components:

**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 2020, CPWD Works manual 2019 & SOPs 2019 as amended/modified up to 13.06.2022.

**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., General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 21.1 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually.
- 21.2 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
  
22. The EPF & ESI contribution paid to the contract worker shall be reimbursed on actual basis.
  
23. Protocols pertaining to COVID-19 to be followed at site by the contractor as decided by the Government of India time to time. Nothing extra shall be payable on this account.
  
24. Construction equipment proposed to be deployed for the project and proof of its availability; equipment proposed to be purchased or leased.
25. Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.

**Superintending Engineer  
For & on behalf of the Board of Governors,  
IIT, Kanpur**



## PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

- |                             |   |
|-----------------------------|---|
| (A) Tender for the work of: | <p style="color: red; margin: 0;"><b>Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 &amp; MS Type-2 in the campus.</b></p> |
|-----------------------------|---|

### 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 Board of Governors, IIT, Kanpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

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

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 Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to be debarred for participation in the re-tendering process of the work. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely and 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 Performance Guarantee/Security Deposit as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT, Kanpur 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 Performance Guarantee.

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

Dated \_\_\_\_\_ \*\* \_\_\_\_\_

Witness: \*\*

Address: \*\*

Occupation: \*\*

\*\*

Signature of contractor

Postal Address \*\*

# 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, Kanpur for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:-

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

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

Dated \_\_\_\_\_

Signature \_\_\_\_\_  
Designation \_\_\_\_\_

**Operative schedules shall be supplied separately to each intending tenderer)**

**SCHEDULE 'A'**

**Schedule of Quantities:**

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor:

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
-----NIL-----				

**SCHEDULE 'C'**

Schedule of Tools and Plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL-----			

**SCHEDULE 'D'**

Extra schedule for specific requirements/document for the work, if any: **As attached in tender form.**

**SCHEDULE 'E'**

Schedule of component of other Materials, Labour, POL etc. for price escalation on SITC part: **N.A.**

**SCHEDULE 'F'**

Reference to General Conditions of contract.

<b>Name of Work:</b>	<b>Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 &amp; MS Type-2 in the campus.</b>	
<b>Estimated cost of the work:</b>	Items of Work	<b>3,36,150/-</b>
<b>Earnest money</b>	<b>Bid Security Declaration</b>	
<b>Performance Guarantee</b>	<b>3% of the tendered value of the work valid up to defect liability period, has to be submitted post award of work within stipulated time period as per Schedule-F .</b>	

<b>Retention Money.</b>	<b>3% of the tendered value of the work, will be deducted from each bill. Same would be released after successful completion of one (1) year defect liability period.</b>
<b>General rules and direction :</b>	

**Definitions:**

2(v)	<b>Engineer-in-Charge</b>	
	For Electrical items of work	<b>Executive Engineer, Institute Works Department IIT, Kanpur</b>
2(vi)	Accepting Authority	<b>Superintending Engineer, Institute Works Department IIT, Kanpur</b>
2(vii)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(viii)	<b>Standard Schedule of Rates:</b>	
	Electrical Items of Work:	D.S.R. 2018 with up to date correction slips
2(ix)	Department:	Central Public Works Department
2(x)	Standard CPWD contract Form:	GCC 2020, SOPs 2019 ,CPWD <b>form-7</b> as modified & corrected up to <b>13.06.2022</b> (Whether correction vide latest circulars are incorporated or not in this document).

<b>Clause 1</b>	i) Time allowed for submission of Performance Guarantee, programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there off from the date of issue of letter of acceptance.	<b>07 Days, from the award of work</b>
	ii) Maximum allowable extension with late fee @.01% per day of Performance Guarantee amount beyond the period as provided in i) above	<b>07 Days, after expiry of time period mentioned in Clause 1(i) above.</b>
<b>Clause 2</b>	Authority for fixing Compensation under Clause 2	<b>Superintending Engineer, Institute Works Department IIT, Kanpur. Or successor thereof</b>
<b>Clause 2</b>	Whether Clause 2 shall be applicable	Yes
<b>Clause 5</b>	i) Number of days from the date	<b>15 Days</b>

	of issue of letter of acceptance for reckoning date of start		
	ii) Time allowed for execution of work		<b>02 Months</b>
<b>Authority to decide</b>	<b>Extension of time</b>	<b>Superintending Engineer, Institute Works Department IIT, Kanpur</b>	
<b>Clause 6</b>			<b>Applicable.</b>
<b>Clause 7</b>	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment		<b>Not applicable</b>  <i>Applicable</i>
<b>Clause 7A</b>			
<b>Clause 10A</b>	Material to be provided by the contractor.		<b>Applicable</b>
<b>Clause 10B (i),(ii), (iii),iv</b>	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.		<b>Applicable</b>
<b>Clause 10 C</b>	Component of labour expressed as percentage of value of work		<b>Not Applicable</b>
<b>Clause 10 CA</b>	Materials covered under this clause.	Nearest material( <b>other than cement, reinforcement bars and structural steel</b> ) for which All India Whole sale price Index is to be followed.	Not Applicable
	1. Cement ( <b>PPC</b> )	<b>Nil</b>	<b>NIL</b>
	2. Steel	<b>Nil</b>	<b>Nil</b>
<b>Clause 10 CC</b>	Increase/Decrease in Price of materials/wages except Annual operation part		<b>Not Applicable</b>
<b>Clause 11</b>	<b>Specification to be followed for execution of work:</b>		
<b>For electrical works</b>	<b>CPWD specifications 2013 internal and 2013 external electrical works</b>  CPWD Specifications <i>Part-I Internal - 2013</i> , for electrical works with up to date correction slips.(Hereinafter called CPWD specifications also)		
<b>Clause 12</b>			
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work		<b>Not Applicable</b>

**Clause 16 Competent Authority for Deciding reduced rates:**

For electrical items of work **Superintending Engineer,  
Institute Works Department  
IIT, Kanpur**

**Clause 18** List of mandatory machinery, tools & plants to be deployed by the contractor at site. **Hydra Crane, Chain Pulley block, welding machine with safety kit, Gas cutter machine with safety kit, Hydro Testing Equipment, Ultra Sonic Flow meter, Multimeter, drill machine, crimping tools, spanner set, blower, welding torch, vacuum pump, air compressor, meggar etc.**

**Clause 32 Requirement of technical Representative(s)**

**Clause 36 (i) Requirement of technical Representative(s)**

*Requirement of technical Representative(s)*

**Requirement of Technical Representative (S) and recovery Rate**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	<b>B.Tech/ Diploma</b>	<b>Electrical</b>	<b>Graduate Engineer/ Diploma Engineer</b>	<b>5</b>	<b>1</b>	<b>Rs.15,000/- p.m</b>	<b>Fifteen Thousand per month</b>

For supervision of electrical items of work, technical representatives of the respective disciplines will be required to be deployed.

## ***MANDATORY REQUIREMENTS FOR THE TENDER***

**Name of Work:** **Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus.**

- 1 Quality of the project is of utmost importance. This shall be adhered to be in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 2 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 3 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.



**Performa of Bid Security Declaration**

(To be submitted by bidder on its Company Letterhead (scanned copy) on  
<http://eprocure.gov.in/eprocure/app>)

*It is here by submitted that if I/We ----- (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We ----- (Name of bidder/firm/company) are awarded the contract and I/We ----- (Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We ----- (Name of bidder/firm/company) will be suspended to take part in IIT Kanpur's tendering process for the period of two years from the date of occurrence of the above mentioned default."*

Date:

Authorized Signatory

# ***PART-B***

## **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. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
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. Other Laboratories :**

The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.

- i) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
- ii) By the department, if the results conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

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

### **Sampling of Materials:**

4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.

## **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.
10. 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.
11. 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.
12. If as per local Municipal regulations, huts for labour are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
19. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
20. 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.
21. 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.
22. 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.
23. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the departments and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.
24. All materials obtained from the Institute Works Department store or otherwise on receipt shall be got checked by the Engineer-in-charge of the work or his representations before use.
25. Registers for the materials to be issued by the department shall be maintained as required by the Engineer-in-charge and these shall be signed by the contractor or his authorized agent and representative of Engineer-in-charge on each day of transactions.

## **Special condition for Safety at the Work Site**

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Smoking is strictly prohibited at workplace.
2. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
3. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
4. No one is allowed to work without adequate foot protection.
5. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
6. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job. .
7. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
8. Adequate illumination at workplace shall be ensured before starting the job at night.
9. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
10. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
11. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
12. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
13. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
14. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
15. A tools and tackles inspection register must be maintained and updated regularly.

16. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
17. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
18. No children shall be allowed to enter the workplace.
19. All the lifting tools and tackles shall be stored properly when not in use.
20. Clamps shall be used on Return cables to ensure proper earthing for welding works.
21. Return cables shall be used for earthing.
22. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
23. Proper eye washing facilities shall be made in areas where chemicals are handled.
24. Connectors and hose clamps are used for making welding hose connections.
25. All underground cables for supplying construction power shall be routed using conduit pipes.
26. Spill trays shall be used to contain the oil spills while transferring / storing them.
27. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

Executive Engineer



## **SPECIAL TERMS & 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 shall mean the Indian Institute of Technology (IIT), Kanpur
  - ii) The President shall mean the Board of Governor, IIT Kanpur.
  - iii) The Engineers In-charge, who shall administer the work jointly, shall mean the Executive Engineer (Electrical) for electrical works.
  - iv) Government or Govt. of India shall mean the Indian Institute of Technology represented by its Director.
  - v) The term Director General of Works shall mean the Chairman, Building & Works Committee of the Institute.
  - vi) Accepting authority shall mean the Director, IIT Kanpur or his authorized representative.
  - vii) Superintending Engineer shall mean the Superintending Engineer of the Institute, who as overall In-charge and head of the Institute Works Department shall direct the contract.
  - viii) Site Engineers shall mean the Sr.Assistant Engineer/Assistant Engineer & Jr. Engineer (Electrical) for Electrical works, appointed by the Institute Works Department.

### **2. Duties & Powers :**

#### **Site Engineers:**

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.

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 / Architect provided always as follows:

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

- ii) If the contractor is dissatisfied because of any decision of the Site Engineer (s), he shall be entitled to refer the matter to the Engineer-in-charge / Architect, who shall thereupon confirm reverse or vary such decision.
3. The scope of contract comprises the construction, completion and maintenance of the works for (12) months after the completion and the provision of all labour, materials, construction of plant equipment and transpiration, temporary works and everything, whether of temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably be inferred from the contract. The contractors shall make his own arrangements for the store storage of materials, accommodation for his staff etc. and no claim for the temporary accommodation from the contractor shall be entertained.

The contractor shall carry out and complete the said work in every respect in accordance with this contract and as per the directions and to the satisfaction of the Engineer-in-charge/Architect. Issue of further drawings and /or written instructions, detailed directions and explanations which are hereinafter collectively referred to as instructions of the engineer-in-charge/ Architect's in regards to:-

- i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- ii) Any discrepancy in the drawings or between the schedule of quantities and /or drawings and/or specifications.
- iii) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
- iv) The dismissal from the works of any persons employed thereupon.
- v) The opening up for inspection of any work covered up.
- vi) The amending /making good of any defects.

The contractor shall forthwith comply with and duly execute any instructions of work comprised in such engineers-in-charge instructions, provided always that the verbal instructions and explanations given to the contractor or his representative upon the works shall, if involving a variation , be confirmed in writing by the contractor within seven days and is not dissented in writing within a further seven days by the Engineer-In-Charge/Architect, such shall be deemed to be instructions of the Engineer-In-charge/Architect within the scope of the contract.

4. **Contract Document:**

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 Institute then the matter shall be referred to the Superintending Engineer and his decision shall be final, conclusive and bind on both parties.

The drawings 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 case to be accepted in preference to the scaled sizes. Large scale details shall taken preference over small scale one.

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 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.

The successful tenderer shall be required to enter into an agreement with the Institute. The Bill of Quantities & rates filled by the successful tenderer in, the General Condition of the Contract for CPWD works 2020, CPWD Works Manual 2019 along with SOP's 2019 updated till last date of tender submission, CPWD specifications for Electrical works, 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

**5. Contract Agreement:**

The contractor shall, when called upon to do so, enter into and execute a contract agreement in the form annexed as annexure 'A' with such modifications as may be necessary. The contract agreement, inclusive of its enclosures, shall remain in the custody of the Superintending Engineer, Institute Works Department, IIT Kanpur and the made available him as and when required contractor shall however be supplied, an attested copy there free of cost.

6. Canvassing in connection with tenders is prohibited and the tenders, submitted by the tenderers who resort to canvassing, are liable for rejection.
7. Tenderers shall have to sign the attached declarations and if the declaration is not found to represent a true statement of facts the contract is liable to be cancelled, and the contractor shall have no claim on the Institute.
8. Tenderers are not allow to make additions and alterations in the tender document. Any additions and alternations, if incorporated in the tender, shall be at the tender's risk since the modified tender is liable for rejection.

Conditional tenders violative of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reasons. Tenders with any form of rebate shall be rejected summarily.

9. Water and electricity required for electrical works shall be supplied free of charge.

10. Stamps duty on the security money shall also be the born by contractor as per prevailing notification of U.P Govt.
11. **Conditions for Electrical Works:-**
- i. All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.
  - ii. All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3 part coarse sand)
  - iii. The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original.
  - iv. All such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet, using water spray machine (hand/motor operated) and avoid unnecessary flooding of the area.
12. **Payment shall be regulated as under**
- a.) 75% of the tendered rate on receipt of materials at site.
  - b.) 15% of the tendered rate on installation and connection.
  - c.) 10% of the tendered rate on testing and commissioning.
13. The following drawings shall be get approved from the Engineer-In-Charge before starting the works with in seven days of award of work.
- i) G.A and schematic drawings of MV switchgear/distribution /conduit layout/wiring drawing, Fire Alarm panel showing material and size of sheet steel/bus bars / inter connections and make and ratings of switchgear i/c details of protection, metering, indicating and inter lock etc.
  - ii) Conduit layout for lights, fans, socket outlets, telephone outlets, network & fire alarm system and sub mains showing size of conduits, no. of wires and size of wires in each run, location and size of accessories like junction boxes, ceiling boxes for hooks, draw boxes and switch boxed etc.
  - iii) Cable routing drawings showing details of size, type and no. of cables and mode of installation.
14. **Completion drawings:**
- On completion of works and before issuance of completion certificate, the contractor submit completion drawings in the form of three complete set of originals (reproducible) .
- i) As built GA and schematic drawings of MV panels, distributions boards, wiring, cable laying with sizes, earthling details, fire alarm panels, etc. showing material and size of sheet steel/bus bars/ connections and make and rating of switchgear i/c details of protection, meter indicating and interlocks etc.
  - ii) Technical literature, test certificates and operation and maintenance manuals required
15. **Works Inspection and Testing of Equipment:**
- Prior to dispatch of equipment the Institute reserves the right to inspect the same at the manufacturer's works and the contractor shall provide and secure every reasonable access

and facility at the manufacturers works for inspection, for witness of all acceptance and routine tests as per relevant Indian Standards. Contractor shall give a reasonable notice of about 15 days for the purpose of test, and witness of all major equipment's.

- i) Pre-commissioning test: All routine tests shall be carried out on the electrical equipment. Protective & measuring devices should be checked for calibration of MCCB's/MCB's, panel & cable meggering , earthing measurements etc.

**16. Rates:** The work shall be treated as on works contract basis and the rates tendered shall be for complete item of work and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials at the site, labour related expenses as per relevant labour laws, testing of materials/ samples etc. excluding Goods and Service Tax (GST).

**17. Taxes & Duties:**

Being an indivisible works contract, no other tax is payable . The GST shall be paid extra as per Govt. Norms.

18. The tender document contains 45 pages. of the tender document shall be removed, mutilated, detached or cancelled.

19. The work shall be executed on the basis of the following CPWD specifications:

- i) Electrical Works :

- General specifications for Electrical Works Part-1 (Internal) 2013 with up to date corrections.
- General specifications for electrical works (external) 2013 with upto date corrections.
- General specifications for electrical works Part-VII (DG set) 2013 with upto date corrections.
- General specifications for electrical works Part-IV Sub-station- 2013 with upto date corrections.

20. For the purpose of clause 12 of the General conditions of contract the following schedule of rates shall be applicable.

- i) Electrical Works: Based upon prevailing market rates.

21. The special conditions listed above shall take precedence over all above provisions of the contract. The General Condition of contract for CPWD works shall be generally followed including the clause 21 i.e. work shall not be sublet.

22. The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, interiors, landscape, and electrical and mechanical engineering works, etc. No claim shall be entertained due to work being executed in the above circumstances.

23. No contractor, to whom the provisions of the BOCW Act apply, shall be allowed to commence work on the campus unless he has produced the 'Registration Certificate' issued by the office of Dy. CLC (Central).

24. The contractor shall engage only such workers who are registered as beneficiaries with U.P. BOCW Welfare Board and in case of engagement of new workers, he shall ensure the submission of applications for registration of such workmen within appropriate time.
25. A certificate for administrative convenience shall be obtained from the contractor covered under BOCW Act whether he has engaged 10 or more workmen while working in the Institute and only thereafter, Cess @1% from the bills raised by him shall be deducted at source for all running works. Cess, so deducted shall be deposited with the BOCW Welfare Board.
26. As per clause 36 (I) of GCC: It should be noted that license wire man shall only be allowed for the wiring work.

**To be signed by the bidder and authorized signatory on behalf of IIT Kanpur**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2022.

**BETWEEN**

The Director IIT Kanpur represented through the Superintending Engineer, **IWD, IIT, KANPUR** (hereinafter referred as the Principal / Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and Permitted assigns) AND

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

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

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or Context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No. **06/Elect/2022/108**) (hereafter referred to as “Tender / Bid”) and intends to award, under laid down Organization procedure, contract for **“Replacement of old and defected batteries installed in DG House/ substation No. 1, 2, 4, 9, 11, Hall-13 & MS Type-2 in the campus”** hereinafter referred to as the “Contract”. AND WHEREAS the principal Owner values full compliance with all relevant laws Of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”). The terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1 : Commitment of the Principal /Owner**

- 1) The principal/Owner commits itself to take all measure necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept , for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the tender process, treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process of the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the tender process any person, whose conduct in the past has been of biased nature.
- 1) If the principal/owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act. 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures .

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

- 1) It is required that each Bidder/Contractor including their respective officers. Employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption, He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.



- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly. (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign or principal directly could bid in a tender but not both. Further in cases where an agent participate in a tender on behalf of one manufacture, he shall not be allowed to quote on behalf of another manufacture along with the first manufacture in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake /forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and or to influence the procurement process to the detriment of the government interests.
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the contract, if already executed or exclude the Bidder/contractor from contract, award process. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/security Deposit: If the Principal/Owner has disqualified the Bidder(s) From the Tender process prior to the Award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitute corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4 : Previous Transgression**

- 1) The Bidder declares that no previous transgression occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject ,he can be disqualified from the Tender Process or action can be taken for banning of business dealing holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder Contractor can prove that he has resorted recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion revoke the exclusion prematurely.

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

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

Agreement/Pact by any of its subcontractor's sub-vendors.

- 2) The Principal/Owner will enter into pacts on identical terms as this one with all bidders and Contactors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit the duly signed Pact between the Principal/Owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6 : Duration of the Pact**

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

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

#### **Article 7 : Other Provision**

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

**Article 8 : LEGAL AND PRIOR RIGHTS**

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

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

.....  
(For and behalf of Principle/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

.....  
..... (Signature, name  
and address)

2.

.....  
..... (Signature, name  
and address)

Place:

Dated:

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Sub: Acceptance of Terms & Conditions of Tender.*

*Tender Reference No:* \_\_\_\_\_

*Name of Tender / Work: -*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Dear Sir,*

*1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:*

\_\_\_\_\_  
\_\_\_\_\_

*as per your advertisement, given in the above mentioned website(s).*

*2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.*

*3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.*

*4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.*

*5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.*

*6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.*

*Yours Faithfully,*  
(Signature of the Bidder, with Official Seal)