

**INSTITUTE WORKS DEPARTMENT  
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE**

**E-TENDER DOCUMENT**

For

**“Cleaning of Storm water drain, Septic tank, Jungle cleaning,  
Desilting of drain & cleaning of choked deep sewer line in East  
& West Zone, IIT Roorkee”**



**Indian Institute of Technology Roorkee  
Roorkee-247667, Tel. No. 01332-285747/4858**

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**-Sd-  
Institute Engineer,  
IWD, IIT Roorkee**

**INSTITUTE WORKS DEPARTMENT  
INDIAN INSTITUTE OF TECHNOLOGY, ROORKEE**

No. IWD/ IE/E-Tender/351

Date: March 13 , 2024

**NOTICE INVITING TENDER (NIT)**

1. **General**

On behalf of BOG, IIT Roorkee invites open **Percentage Rate e-Tenders in Two Bid system** (1. Technical 2. financial) from contractors of appropriate class & category registered with CPWD, State PWD (Buildings)/ Road, MES, having experience of working in Central/State Government, Public Sector undertaking/ Autonomous Organization of the Central/State Government and Working Contractors of IITR who fulfill the PQ criteria for the following works:

Name of the Work	Estimated Cost	Completion Period (months)
<b>Cleaning of Storm water drain, Septic tank, Jungle cleaning, Desilting of drain &amp; cleaning of choked deep sewer line in East &amp; West Zone, IIT Roorkee</b>	<b>33.97 Lakhs (approx.)</b>	<b>12 Months</b>

**2. Critical Data sheet:**

<b>Approximately Cost</b>	<b>Rs. 33.97 lakhs</b>
Tender Type (Open / Limited / EOI / Auction / Single)	Open
Tender Category (Services/Goods/Works)	Works
Type/Form of Contract (Work/Supply/ Auction/Service/ Buy/ Empanelment/ Sell)	Work Contract
Product Category (Civil Works/Electrical Works / Fleet Management/ Computer Systems)	Civil Works
Tender document publish date	14.03.2024 (18:00 Hrs)
Tender Document available for sale on website	<b>15.03.2024 (18:00 Hrs) e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Tender document can only be obtained after registration of tenderer on the website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</b>
Start Date of Seeking Clarification	18.03.2024 (15:00)
Last Date of Seeking Clarification	22.03.2024 (15:00)
Pre-Bid Meeting Date	NIL
Bid Submission Start Date (online)	26.03.2024 (15:00 Hrs)
Bid Submission End Date (online)	03.04.2024 (15:00 Hrs)
Date & time of opening of Tender (Technical Bid) (online)	04.04.2024 (15:00 Hrs)
Date & Time of opening of Financial Bid (online)	<b>Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)</b>
Tender Fee	Tender fee of <b>Rs.1180 (Rs. 1000 Tender Fee + Rs. 180 18% GST Extra)</b> (Non-refundable), in the form of RTGS/NEFT transfer to IIT Roorkee Account No: 00000032685865515, Account Name – NON MHRD GOVERNMENT FUND IIT ROORKEE, State Bank of India, Branch, IIT Roorkee, IFSC Code: SBIN0001069, MICR Code:247002094 and copy of the deposit receipt shall be uploaded on e-tender.
EMD	<b>Rs. 68,000.00</b> (Rupees Sixty eight thousand only), Payment of EMD can be made by RTGS, NEFT in below mentioned account No. The bidders shall be required to upload the scanned copies of transaction of payment of tender EMD including e-receipt ( <b>clearly indicating UTR No. &amp; Tender Reference i.e. NIT No. must be entered in the</b>

	<p><b>remark at the time of online transaction of payment, failing which payment may not be considered)</b> at the time of online bid submission on e-tendering website. Tender fee /EMD may be submitted on line as per details given below.</p> <p>1. Account Name- NON MHRD GOVERNMENT FUND IIT EXPENDITURE. 2. Address- IIT Roorkee, Haridwar. a. Account No.- 00000032685865515 4. Account Description- Regular SB Chq-Entities. 5. Branch- IIT Roorkee 6. CIF No- 86531323246 7. IFS Code.- SBIN0001069 8. MIC R Code.- 247002094</p>
Performance Guarantee (5%)	5% of awarded value shall be submitted in the form of Bankers Cheque / DD / FDR / Bank Guarantee in the name of Institute Engineer, IIT Roorkee after issue of Letter of Acceptance (LOA).
Security Deposit (5%)	5% of awarded value shall be submitted in the form of Bankers Cheque / DD / FDR / Bank Guarantee in the name of Institute Engineer, IIT Roorkee after issue of Letter of Acceptance (LOA).
No. of Covers	02 (Cover-1 for Technical + Cover-2 for Financial)
Bid Validity Days	90 days (from last date of opening of financial bid)
<b>Price Bid</b>	To be uploaded only on CPP Portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) in excel sheet
Address for submission of documents or other communication.	<b>Institute Engineer, Institute Works Department, James Thomson Building, IIT Roorkee, Roorkee-247667 (India), Tel. No. 01332-285266/ 5275/ 5747 / 4955</b>
Email Address	<a href="mailto:ie@iitr.ac.in">ie@iitr.ac.in</a> / <a href="mailto:nepalaad@iitr.ac.in">nepalaad@iitr.ac.in</a> / <a href="mailto:jitendra.aee@iitr.ac.in">jitendra.aee@iitr.ac.in</a>

**2. Eligibility Criteria for submission of bid documents:**

- a. Intending bidder should not be a joint venture (Copy of relevant documents clearly establishing the status of bidder to be uploaded in Cover-1).
- b. **Experience of having successfully completed similar work individually costing not less than as stated below during the last 7 years ending previous day of last date of submission of bids.**
- (i) Three similar works, each of value not less than 40% of the estimated cost,  
OR
- (ii) Two similar works, each of value not less than 60% of the estimated cost,  
OR
- (iii) One similar works of value not less than 80% of the estimated cost,

Completion certificate issued by Competent Authority will only be considered. Competent Authority means officer of not below the Rank of Executive Engineer/ Equivalent would be acceptable.

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 last date of receipt of applications for this tender. (Copy of work completion certificate to be uploaded as proof of eligibility criteria in Cover-1)

**Similar works mean: - De-siltation of Drains/ Deep Sewer Line/ Septic Tanks etc. with mechanized operations.**

3. **Turnover:** The Average Annual Turnover CA Certificate preferably with UDIN should be at least **50%** of estimated cost during the immediate last 3 consecutive Financial Years (2020-21, 2021-22, 2022-23) –balance sheet duly audited by Chartered Accountant. (Scanned copy of Certificate from CA preferably with UDIN Number to be uploaded). The year in which no turnover is shown would also be considered for working out the average.
4. Institute reserves the right to cancel any or all tenders without assigning any reason.

**List of Documents to be scanned and uploaded under Cover-1 on e-tendering website and submitted up to the last date and time mentioned in Critical data sheet in sealed Cover-1 to the address as mentioned in the Critical data sheet:**

**Note: Physical submission of their documents is not required at the time of uploading of tender by bidders, however these documents should be submitted by bidder if asked by the institute subsequently for verification of documents**

- 1) Documents regarding legal status of the firm and written power of attorney of the signatory.
- 2) Tender Fee & EMD.
- 3) Copy of Registration Certificate with CPWD, State PWD (Buildings)/ Road, MES, or as mentioned in NIT
- 4) Copy of work completion certificate/ similar work experience Certificate to be uploaded as proof of eligibility criteria.
- 5) Notarized Undertaking as per the tender document.
- 6) The Average Annual Turnover CA Certificate preferably with UDIN should be at least **50%** of estimated cost during the immediate last 3 consecutive Financial Years (2020-21, 2021-22, 2022-23).
- 7) GST registration certificate.
- 8) PAN card.
- 9) Copy of valid ESIC registration certificate
- 10) Copy of valid EPFO Registration certificate
- 11) Bank Solvency certificate: Bidder should have to submit valid solvency certificate of the amount at least 40% of the estimated cost of the work issued by a scheduled bank which is not more than one year old from the last date of tender submission (including extension time). Certified copy of original solvency certificate to be uploaded in cover-1.
- 12) Copy of proof of ownership/ hire/ MOU of desilting machine & super sucker machine as per requirement of tender.

**List of Documents to be uploaded up to the last date and time mentioned above in Cover-2 (Financial Bid):**

- a. Duly filled in priced BOQ.

Kindly note that no physical submission of duly filled in BOQ is required and it is to be uploaded only on e-tendering website.

-Sd/-  
**Institute Engineer,  
IWD, IIT Roorkee.**

## Information and instructions for bidders

1. Agreement shall be drawn with the successful bidder on prescribed format.
2. The time allowed for carrying out the work will be as per the NIT from the date of start as defined in Award of Work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in tender documents.
3. The site for the work is available / shall be made available for start of the work.
4. 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 / downloaded from IIT Roorkee website: [www.iitr.ac.in](http://www.iitr.ac.in) ([https://www.iitr.ac.in/administration/pages/Tenders\\_EOI.html](https://www.iitr.ac.in/administration/pages/Tenders_EOI.html) ) or from Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/app>.
5. While submitting the bids, bidder can revise the rate before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.
6. **Physical submission of their documents is not required at the time of uploading of tender by bidders, However, these documents should be submitted by bidder if asked by the institute subsequently for verification of documents.**
  1. Documents regarding legal status of the firm and written power of attorney of the signatory.
  2. Tender Fee & EMD.
  3. Copy of Registration Certificate with CPWD, State PWD (Buildings)/ Road, MES, or as mentioned in NIT
  4. Copy of work completion certificate/ similar work experience Certificate to be uploaded as proof of eligibility criteria.
  5. Notarized Undertaking as per the tender document.
  6. The Average Annual Turnover CA Certificate preferably with UDIN should be at least **50%** of estimated cost during the immediate last 3 consecutive Financial Years (2020-21, 2021-22, 2022-23).
  7. GST registration certificate.
  8. PAN card.
  9. Copy of valid ESIC registration certificate
  10. Copy of valid EPFO Registration certificate
  11. Bank Solvency certificate: Bidder should have to submit valid solvency certificate of the amount at least 40% of the estimated cost of the work issued by a scheduled bank which is not more than one year old from the last date of tender submission (including extension time). Certified copy of original solvency certificate to be uploaded in cover-1.
  12. Copy of proof of ownership/ hire/ MOU of desilting machine & super sucker machine as per requirement of tender.
7. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder 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 bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.
8. 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 bidder shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.
10. Institute reserve all rights to execute fully or partially or any additional items and quantities as mentioned in BOQ. The contractor has to execute all additional items as directed by the Engineer in charge at the quoted price only.
11. The contractor shall not be permitted to bid for works in the Institute Works Department responsible for award and execution of contracts, in which his near relative is posted in Administrative Institute Supervision Staff or as an officer in any capacity between the grades of Dean, Infrastructure and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/employee in the Institute. Any breach of this condition by the contractor would render his bid liable to be rejected and EMD will be forfeited.
12. 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 act as a bidder within a period of one year after his

retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder 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 bidder's service.

13. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Indian Institute of Technology Roorkee, then Indian Institute of Technology Roorkee, without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
14. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto within 15 days from the stipulated date of start of the work.
15. **Composite Tender (if applicable)**
  - a. The competent authority is calling this bid for the composite work. The Earnest money is fixed with respect to the combined estimated cost put to tender for the composite tender.
  - b. The eligible bidders have to quote rates for all items given in the schedule of quantity.
  - c. After acceptance of the bid by competent authority, **Institute Engineer, IWD, IIT Roorkee** shall issue letter of acceptance (LOA) on behalf of the Institute. After issue of LOA, the bidder will have to enter into one agreement with **Institute Engineer**.
  - d. Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
  - e. Security Deposit will be worked out separately for each component corresponding to the quoted/accepted cost of the respective component of works. The Earnest Money will become part of the security deposit of the respective projects under the head Mega projects in ratio of the corresponding estimated value of these projects.
  - f. The bidder may associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Dean Infrastructure. Name of the agency(s) to be associated shall be approved by Dean Infrastructure. Before engaging such associate agencies bidder has to inform to Dean Infrastructure along with his past experience and all credential's and got the approval of the same from him.
  - g. In case the bidder intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective Dean Infrastructure. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Dean Infrastructure is not satisfied with the performance of any agency, he can direct the bidder to change the agency and this shall be binding on the bidder.
  - h. The main bidder has to enter into agreement with bidder(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Engineer-in-charge. In case of change of associate bidder, the main bidder has to enter into agreement with the new bidder associated by him.
  - i. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components. Final bill of whole work shall be finalized by IWD, IIT Roorkee.
  - j. It will be obligatory on the part of the bidder to sign the tender documents for all components before the first payment is released.
  - k. **No exemption** in tender fee and EMD shall be applicable for firms registered under MSE/NSIC/Udyog Adhaar. Therefore, all the bidders are required to submit the EMD and Tender fee as mentioned in Tender documents

-Sd-  
**Institute Engineer,  
IWD, IIT Roorkee**

## INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, 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. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

### **1.0 Registration**

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, **the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.) with their profile.**
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

### **2.0 Searching for Tender Documents**

- 2.1 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.
- 2.2 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.
- 2.3 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.

### **3.0 Preparation of Bids**

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.
- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **4.0 Submission of Bids**

- 4.1 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 due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.



- 4.3 Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, an EMD/Tender fee is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
- 4.4 A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6 All the documents being submitted by the bidders would be encrypted using PKI 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. Data storage encryption of sensitive fields is done.
- 4.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.9 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **5.0 Assistance to Bidders**

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority to the address provided in Critical Data Sheet for a tender or the relevant contact person indicated in the tender.
- 5.2 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 contact number for the helpdesk is 0120-4001062 / 0120-4001002 / 0120-4001005 / 0120-6277787

#### **6.0 General Instructions to the Bidders**

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in .pdf format.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/etoken in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 6.3 Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

## **A: GENERAL INSTRUCTIONS**

### **1. Scope of Tender.**

- 1.1 Indian Institute of Technology Roorkee (referred to as Owner in these documents) invites Tender as defined in these documents and referred to as “the works” detailed in the table given in the Notice Inviting Tenders (NIT).
- 1.2 The successful Bidder shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

### **2. Non-Association / Relation**

- 2.1 All bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Indian Institute of Technology Roorkee or any other entity that has prepared the design, specifications, and other documents for the Project.

### **3. Qualification of the Bidder**

- 3.1 All Bidders shall provide tender qualification information.
- 3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders: The Bidder must be registered with the GST Department and should submit the registration certificate of GST, ESIC, EPFO, labour license if applicable etc.

### **4. Cost of tendering**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of his tender, and the Owner will in no case be responsible and liable for those costs.
- 4.2 The Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender. The costs of visiting the Site shall be at the Bidder’s own expense.

## **B: DOCUMENTS INVITING TENDERS**

### **5. Invitation:** Tenders are hereby invited on behalf of BOG Indian Institute of Technology Roorkee.

### **6. Contents of documents as mentioned in the relevant clauses mentioned:**

The Bidder shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required in the Tender Document or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at the Bidder’s risk and may result in the rejection of the bid.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

In case of any discrepancy between the Schedule of Quantities, the specifications and / or the drawings, given in the tender document the following order of preference shall be observed:

1. Description of Schedule of Quantities.
2. Particular Specification and Special condition, if any.
3. Drawings.
4. C. P. W. D. specifications/MoRTH/ IWD, IIT ROORKEE specification.
5. Latest edition Indian Standard Specifications of B. I. S.

### **7. Amendment of Tendering Documents**

- 7.1 Before the deadline for submission of bids, the Indian Institute of Technology Roorkee may modify the Tender documents by issuing addenda/corrigendum.
- 7.2 Any addendum thus issued shall be part of the Tendering documents and shall be uploaded on e-Tendering website [www.eprocure.gov.in](http://www.eprocure.gov.in) and Institute website <http://mm.iitr.ac.in/mmweb/>.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bid, the IIT Roorkee may extend if necessary the deadline for submission of tenders.

## **C: PREPARATION OF DOCUMENT**

### **8. Tender fee:** Tender fee in favour of Registrar, Indian Institute of Technology Roorkee payable at Roorkee must be submitted as mentioned in critical data sheet. Bids not accompanying with Tender fee will be summarily rejected. Tender fee is nonrefundable.

9. **Earnest Money Deposit (EMD):** EMD as per critical data sheet must be submitted. Bids not accompanying with EMD will be summarily rejected. The EMD of the unsuccessful bidders will be discharged/refunded within Thirty (30) days from the date of opening of the financial bids. The EMD of the successful Bidder shall be converted as Security deposit. The EMD may be forfeited and further the bidders shall not be allowed to participate in the re-bidding process of the work, if the Bidder withdraws his bid during bid validity period or in case of successful Bidder fails to sign the contract/ fails to deposit security amount and performance guarantee.
10. **Period of validity of bids:** The bids shall remain valid for a period of 90 days from the date of opening of financial bids. A bid valid for a shorter period shall be rejected by the Indian Institute of Technology Roorkee as non-responsive.
11. **Language of Bid:** The document shall be written in English/Hindi language. The total amount should be written in the same language.
12. **Document comprising the E-Tender:** No page of this tenders document shall be removed and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/Firm.

**The tender submitted by the Bidder shall comprise as mentioned above in relevant sections.**

### **13. Tender Prices**

- 13.1 The contract shall be for the whole works as described in priced Schedule of Quantities submitted by the Bidder.
- 13.2 The tender submitted on behalf of firm shall be signed by a person who has the proper legal authority on behalf of the firm to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, drawings, specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.
- 13.3 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected. Failure to comply with either of these conditions will make the bid liable for rejection.
- 13.4 The work shall be carried out by the Bidder in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be liable at his own cost. The completion/ occupancy certificates including clearance from fire committee or any other statutory obligation shall be arranged by the bidder. Any official fees shall be paid by the Owner. All other cost of liasoning shall be borne by the bidder.
- 13.5 **Taxes** - All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates, prices and total Bidding Price submitted by the Bidder. Bidders must include in their rates, the cost of transportation of materials to site, GST, labor Cess as per Building & other construction workers Cess act, excise duty, octroi, and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained by the Owner and no tax exemption forms will be issued by the Owner. Estimated has been prepared on current applicable GST rate. However actual payment will be done on the basis of prevailing GST rates at the time of execution of work and its payment.
- 13.6 **Labour Cess or BOCWW Cess:** Labor Cess @ 1% shall be deducted from each bill.
- 13.7 Bidder should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. Indian Institute of Technology Roorkee shall not be responsible for any accident or happening of any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Bidder must be comprehensive and shall cover all associated risks (known and unknown).
- 13.8 The rates quoted in the tender shall include cost of electrical power supply, water supply, cost of all materials, labour, telephone, rent and call charges, water and meter rent charges, temporary electric wiring / lighting for execution of work at site, hire for any tools and plants, shed for materials, marking out and clearing of site, transportation complete in all respects. The rates quoted in the tender shall be treated as rate for finally completing the item of work.

- 13.9 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Indian Institute of Technology Roorkee. Payments will be regulated on the actual quantities of work done at accepted rates.
- 13.10 Errors in the Schedule of Quantities shall be dealt with in the following manner:
- i. In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.
  - ii. In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.
  - iii. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended. If the bidder doesn't accept the corrected amount, then his bid will be rejected.
- 13.11 The calculations made by the bidder should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted bidding e-tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 13.12 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.

#### **14. Format and signing of Tender document**

- 14.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.
- 14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. **ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.**

#### **D: MODE OF SUBMISSION OF BID DOCUMENT**

#### **15. Sealing and marking of bids (In Case of Hard Copy Submission If Required)**

- 15.1 The entire document to be put in cover-1 should be scanned and uploaded under cover-1 on the e-tendering website. Not hard copy of any document (financial or technical) should be submitted. In case any hardcopy is submitted then the same will not be accepted by the department.
- 15.2 Financial/price bid is to be uploaded online only & no hard copy to be submitted.

- 16. Deadline for submission of bid:** - As per Critical Data Sheet.

#### **E: TENDER OPENING AND EVALUATION**

- 17. Tender opening:** The tender will be opened on the date and the place specified in the critical data sheet. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.

- 18. Clarification of Tenders:** To assist in the examination, evaluation and comparison of bids, the Owner may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the tendering shall be sought, offered or permitted.
- 19. Examination of Bids and Determination of Responsiveness:**
- 19.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid
- Meets the eligibility criteria defined
  - Has been properly signed and meets the requirements mentioned
  - is accompanied by the required securities and;
  - is responsive to the requirements of the tendering documents.
- 19.2 A responsive bid is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one
- Which affects in any substantial way the scope, quality, or performance of the works;
  - which limits in any substantial way, inconsistent with the tender documents, the Indian Institute of Technology Roorkee rights or the Bidders' obligations under the contract; or
  - Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.
- 19.3 If a bid is not responsive, it will be rejected by the Indian Institute of Technology Roorkee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20. Evaluation and Comparison of Bids:**
- 20.1 The Owner along will evaluate and compare only the bids determined to be substantially responsive.
- 20.2 In evaluating the bids, the Owner will determine for each bid the evaluated bids Price by adjusting the bid. Price as follows:
- Making any correction for errors; or
  - Making an appropriate adjustment for any other acceptable variations, deviations; and
  - Making appropriate adjustments to reflect discounts offered.
- 21. The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.**
- 22.** In Case any information furnished by the bidder is found to be false/ forged/ incorrect at any stage, their bid shall be rejected and the bidder shall not be allowed to participate in the re-bidding process of the work.
- 23. Clarification of Bids/Shortfall Documents:** IIT Roorkee may, at its discretion, ask the bidder for clarifications/ shortfall documents related to his bid. The request for clarification shall be given in writing. Depending on the reply of the bidder, his bid shall be ignored or considered further.

## **F: AWARD OF TENDER**

- 24. Award criteria:**
- 24.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserves to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.
- 24.2 The owner reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.
- 24.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and awards the same to another agency / bidder.
- 24.4 Tender will be awarded to the lowest bidder (L-1)
- 25. Notification of award:** The successful Bidder will be issued a Letter of Acceptance (LOA) by the Owner. The issuance of LOA shall not constitute an award of work.
- 26. Security Deposit:** Within ten (10) days of LOA the successful Bidder shall furnish the security deposit @ 5% of value of work in the form of DD/FDR in the favour of Institute Engineer, IIT Roorkee payable at Roorkee from Scheduled bank. The security deposit shall be returned/refunded to the bidder on completion of the defect liability period of contract.

In case the bidder fails to deposit the said security deposit within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.

- 27. Performance Guarantee (PG):** Within ten (10) days of LOA the successful Bidder shall furnish the performance guarantee @ 5% of value of work in the form of DD/FDR/Bankers Cheque/Bank Guarantee from Scheduled bank provided in the tender document. The PG must be valid two months beyond the work completion period. It may be further extended. The Performance guarantee shall be returned / refunded to the bidder on completion of the work and recording of the completion certificate. In case the bidder fails to deposit the said performance guarantee within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.
- 28. Signing of contract form:** On the acceptance of LOA and submission of security deposit & Performance Guarantee (PG) of the successful Bidder whose tender has been accepted in writing, the Indian Institute of Technology Roorkee will sign an agreement. Article of agreement shall be as per IIT Roorkee.
- 29. Abnormally High and Low Bids:**
- Tender evaluation committee (TEC) will observe the rates and seek justifications if that are abnormally high/low. Threshold value over which the rates would be judged high/low shall be decided by the TEC looking into the nature of work and their specification on case-to-case basis
  - If required necessary for high bids negotiation will be done with the approval of the Competent Authority. However, if the rates will be found abnormally low additional security shall be got deposited as per the following formula:
    - Upto 30% less than the estimated cost : Nil
    - Above 30% and less than upto 50% : 20%
    - Above 50% and less than upto 70% : 40%

#### **G: DURING EXECUTION**

- 30. During Execution:** The Bidder shall carry out all the works strictly in accordance with the drawing, details and instructions of the Owner. If in the opinion of the Owner, changes have to be made in the design, and they desire the bidder to carry out the same, the Bidder shall be bound to comply. The Owner decisions in such cases shall be final. The Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities with the prior consent from the Owner. Rates for such items of work will be approved by the Owner on the basis of Analysis of Rates which will be derived from actual prevailing market rates of similar item along with 15% as bidder's profit & overhead (or service charge as quoted by the bidder). The rates approved by the Owner in such cases will be final.
- The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- The Owner may instruct at any stage of execution for testing of samples of any material taken at random. The Owner will decide the testing laboratory / agency and the cost of testing including the expenses for sending the samples to the laboratory / agency and receipt of test reports shall be borne by the Bidder. The material shall be rejected in case the test reports are not within the permissible limits.
- The Bidder shall have to present the invoice for purchased material from the manufacturer or from the dealer along with the certificate from the manufacturer. In case material is found to be of substandard quality, the same shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- The Bidder shall not be entitled to any compensation for the Loss suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The Owner shall not be liable for any sum besides the e-tender amount, subject to such variations as are provided for herein and as instructed by Owner. However, necessary time extension will be given if the delays are not attributed to the Bidder.

## QUALIFYING INFORMATION

1. Please furnish the following information along with documentary evidence only in this format (as per eligibility criteria)

1.	Name of the bidder		
2.	Legal Status of the bidder		
3.	Place of registration and registration of the bidder		
4.	Year of establishment of the firm.		
5.	Permanent Address		
6.	Email id		
7.	Contact Numbers		
8.	Principal place of the registration		
9.	PAN No.		
10.	GST No.		
11.	Valid EPFO		
12.	Valid ESIC		
13.	EMD details		
14.	Tender fee details		

2. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of previous financial year as mentioned in NIT, should be less than 50% of the estimated cost. CA certificate be enclosed as documentary proof. Copies of balance sheets duly certified by CA to be submitted.

Sl. No.	Financial Year	Amount (in Lakhs)
1	2020-2021	
2	2021-2022	
3	2022-2023	

3. PROFORMA FOR LIST OF WORKS EXECUTED BY THE BIDDER DURING THE LAST 7 YEARS.

Sl. No	Name of work/ project with address	Name & postal address of the owner & contact person	Contract Value	Date of Start	Date of Completion	Actual Date of Completion

**Note:**

1. Bidder may furnish the above information in separate sheet if the space is not sufficient.

4. PROFORMA FOR LIST OF WORKS IN HAND

Sl. No	Name of work/ project with address	Name & postal address of the owner & contact person	Published Value	Date of Start	Stipulated date of completion	Present Progress

**Note: Bidder may furnish the above information in separate sheet if the space is not sufficient**

5. DETAILS OF KEY PERSONNEL

Sl. No	Name & Designation	Qualification	Experience	Nature of Works Handled	Date from which employed in your organization

**Note: Bidder may furnish the above information in separate sheet if the space is not sufficient.**



6. List of **equipment** tools, machineries and tackles

**Mandatory**

**Name of Work: Cleaning of Storm water drain, Septic tank, Jungle cleaning, Desilting of drain & cleaning of choked deep sewer line in East & West Zone, IIT Roorkee.**

Sr. No.	Machine	Minimum No. of vehicles required	Minimum specifications
1.	De-choking & flushing machine	1 Nos.	Diesel running vehicle mounting hydraulic operated high-pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity. De-chocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia up to 300mm
2.	Super sucker machine	1 Nos.	Super sucker machine consists of (one No. chassis mounted machine having suction capacity of minimum 4000 cum/hrs at 80% vacuum, 2 No. chassis mounted dump tanks having capacity of 10 cum

**\*Kindly enclose relevant document of machines such as RC, Ownership/ purchase bill/ hire agreement/ MOU etc.**

**Note –**

1. Bidder has to mobilize the above vehicles within 07 days from the date of instruction to the bidder.
2. Incomplete or Blank form will be treated as disqualified.
3. Contractor has to quote the Rates including all variations and escalation due to market fluctuation, operator cost, maintenance cost, fuel, etc. and no extra payment will not be given nor be accepted.
4. The above-mentioned vehicles are tentative and same can be increased as per the requirement of work. Extra item for the same shall be payable as per the GCC.

**Signature of the Contractor  
With seal**

**Annexure-II (If applicable)**

**(to be submitted by the vendor/ firm on its official letter head)**

**(Self-Certificate for Local Content)**

**Tender No.:** .....

**Dated:** .....

We hereby certify that the items quoted by us against mentioned tender no. has the local content as per below:

**Local Content (in %):** .....

**Local Supplier Class:** .....

The details of the make in India items/ parts used in the quoted products is/ are as under:

- 1.
- 2.
- 3.

The details of the location (s) at which the local value addition made manufactured is/ are as under:

- 1.
- 2.
- 3.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other action as may be permissible under law.

**Signature of the contractor(s):**

**Name:**

**Designation:**

**Seal of the firm/ Organization:**

# GENERAL CONDITIONS OF CONTRACT(GCC)

## **A: GENERAL**

### **1.0 Definitions:**

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
  - b. "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
  - c. "Contract Bond" means any information provided in the tender document and agreed to by the Bidder.
  - d. "The Work" means all labour, materials, tools and plant, equipment including government taxes and transport that may be required in preparation of and for and in the full and entire execution and completion of "the Work".
  - e. "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.
  - f. "GCC" mean the General Conditions of Contract contained in this section.
  - g. "SCC" means the Special Conditions of Contract.
  - h. "The Owner" means the Indian Institute of Technology Roorkee or its representative.
  - i. "The Owner" means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder's bill. The Bidder shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.
  - j. "The Bidder" means the individual or the firm executing the work.
  - k. "The Project Site" where applicable, means the place or places named in SCC.
  - l. "Day" means calendar day.
  - m. "Engineer-in-charge (EIC)" means Assistant Executive Engineer.

### **2.0 Interpretation and Application**

- 2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.
- 2.3 If sectional completion is specified in the Contract Bond, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

### **3.0 Standards**

- 3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and/or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials, workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.
- 3.2 The Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -
  - a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.
  - b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.

- c. The removal and / or re-execution of any works executed by the Bidder.
- d. The removal from the site of any materials brought thereon by the Bidder and the substitution of any other materials therefore / or rejection of the material brought on site.

#### **4.0 Use of Contract Documents and Information**

- 4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information enumerated in Para 4.1 except for the purposes of performing the contract.
- 4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so required by the Owner.

**5.0 Owner's Decisions:** Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.

**6.0 Performance Guarantee:** The proceeds of the performance guarantee shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.

#### **7.0 Program and Reporting**

- 7.1 The bidder shall furnish to the Indian Institute of Technology Roorkee a bar chart laying down weekly financial and physical targets to complete the project within stipulated time for approval within fifteen days from the date of receipt of notification of award. Weekly progress report shall be furnished to the owner showing the progress.
- 7.2 The bidder must submit every week the following information to the Owner in writing:
  - i. Number of men employed, trade wise;
  - ii. Progress achieved;
  - iii. Expected dates for completion of work;
  - iv. Any actual or potential delay in completion schedule.

#### **8.0 Assignment and Sub-contracting**

- 8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.
- 8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

#### **9.0 Bidder to provide everything necessary for proper execution of work**

- 9.1 The Bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Bidder finds any discrepancy therein, he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the construction work, has/have been called for from the bidder, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the bidder on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in "the works".
- 9.2 The Bidder shall arrange for water & power supply at site at his cost for the entire work. The water to be used for construction shall be free from excessive salts and minerals that are harmful to the construction work. Making arrangement of water good for construction either through external supply or through treatment at site shall be entirely the responsibility of the Bidder. The Bidder shall on demand of the Owner / PMC get any random water samples tested at the approved testing laboratories. No extra payment shall be made for arranging water good for construction under any circumstances. No excuse for / of Municipal water / electric supply shall be entertained. The bidder shall ensure provision of electricity by generator and water by tanker transport if necessary. No claim shall be entertained on this account. In case the same will be provided by the Owner at any stage, then water/electricity charges shall be deducted from the Bidders running bills as per Institute Norms.
- 9.3 The Bidder shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, centering, scaffolding, watching and lighting by night as well as by day, required not only for the proper

execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things. The Bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections matters or things. The bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Owner.

- 9.4 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Engineer/Owner.
- 9.5 The bidder has to provide at his cost leveling pipe, steel/ metallic tapes etc. required by the supervising staff of the Owner's/Owner' representative during execution of the work.
- 9.6 Whenever required by the Owner, the Bidder shall provide shop drawings / details before execution of work and get them approved by the Owner.
- 9.7 Wherever the specification of any item indicates the usage of approved equivalent of any material, the Bidder shall get the sample of the equivalent material approved from the Owner before execution. The approval of the equivalent material is entirely at the discretion of the Owner.
- 9.8 Institute reserve all rights to execute fully or partially or any additional items and quantities as mentioned in BOQ. The contractor has to execute all additional items as directed by the Engineer in charge at the quoted price only.

**10.0 Infrastructure (For New Construction Works):** For storage of materials, bidder has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement. For arranging meetings suitable sized table and chairs shall be provided by Bidder. Temporary space shall be provided to the Bidder for construction of stores for storage of materials /site office/ labour hutments for the project period.

**11.0 Site Establishment:** The bidder shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover. The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials. The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advice the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner. The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials. The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects. The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner. The bidder shall submit a list of plants, equipment, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Indian Institute of Technology Roorkee, Dean Infrastructure, in order to remove from site any plant equipment, tools and materials. All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner. For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce; failure of this will be sufficient cause for removal of such person from the site.

**12.0 Messing & Accommodation:** The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

### **13.0 Procurement, Consumption and Storage of Materials**

- 13.1 The bidder shall at his own expenses, provide all materials including cement & steel required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.
- 13.2 All materials to be provided by the bidder shall be in conformity with the detailed specifications laid down in the contract and the bidder have to prove that the materials conform to the laid down specifications, if requested by the Indian Institute of Technology Roorkee.
- 13.3 All materials required for execution of work must be got approved by the site representative of the Owner before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site Engineer must be made available.
- 13.4 The bidder shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the bidder in writing, whether samples are approved by Owner, or not. If samples are not approved, the bidder shall forthwith arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.
- 13.5 The Owner shall have full powers to require removal of any or all the materials brought to site by the bidder which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the bidder in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the bidder refusing to comply. Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the bidder.
- 13.6 Bidder shall be responsible for procurement of all materials/equipment etc. No delay due to non-availability of any material equipment will be entertained by Owner.

### **14.0 Method of storing the materials**

- 14.1 The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cement and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause.
- 14.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder. All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

**15.0 Shuttering and Scaffolding Materials:** It shall be desirable to have adequate amount of shuttering and scaffolding materials to complete the work speedily and Owner decision so as to the quantum of these desirable/ resources of the site shall be final and binding.

**16.0 Completion of Work:** Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

**17.0 Water and Electricity for Construction work:** Water & Electricity as per relevant section's mentioned above

### **18.0 Employment of Labour**

- 18.1 The bidder shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (R&A) Act, Inter State Migrant Workmen (Registration of Employment and condition of Service Act, Payment of Wages Act., Minimum Wages Act, Workmen's Compensation Act, Factories Act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case Owner incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour laws by the bidder, the same shall be made good by the bidder and Owner shall have full right to recover and claim the same against the bidder from his outstanding bills or otherwise. No Labour to stay at site.
- 18.2 The bidder will be expected to employ on the work only his regular skilled employees with experience of this particular work. The permission of the Owner must be obtained before tradesman are recruited locally for the work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours/ i.e. hours prohibited under the applicable

law. No person below the age of eighteen years shall be employed at any point of time. The bidder shall pay, to each person, the wages as per minimum Wages Act of the State Government.

- 18.3 All traveling expenses including provision of all necessary transport to and from site, lodging allowances and other payments to the bidder's employees are his own responsibility. The hours of work on the site shall be decided by the Owner and bidder shall adhere to the same. All bidders employees shall wear safety helmet and such identifications marks as may be provided by bidder on work site and duly approved by Owner. All notices displayed on the site and any instructions issued by the Owner shall be strictly adhered to by the Bidder's and/or his sub-bidders employees. The bidder shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952, and ESI Act, 1948 Group Insurance and other Acts for the workmen working at site.
- 18.4 The bidder 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 Dean Infrastructure/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 18.5 As per the Section 33 of THE PROHIBITION OF EMPLOYMENT AS MANUAL SCAVENGERS AND THEIR REHABILITATION ACT, 2013 which states that, "It shall be the duty of every local authority and other agency to use appropriate technological appliances for cleaning of sewers, septic tanks and other spaces within their control with a view to eliminating the need for the manual handling of excreta in the process of their cleaning".
- 18.6 Contractor has to follow "THE PROHIBITION OF EMPLOYMENT AS MANUAL SCAVENGERS AND THEIR REHABILITATION ACT, 2013" while doing the desilting and sewer line cleaning work failing which Institute will have right to take penal action as per the act and the contract bond.

**19.0 Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

**20.0** Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the bidder. The Owner shall not refund any insurance claims. Bidder shall fence his plant, platforms, excavations etc. Compliance with all electricity regulations. Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear. Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.

The bidder shall have his own Fire Fighting Extinguishers and Equipment. The bidder shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts and safety helmets shall necessarily be used.

**21.0 Owner's and Bidder's Risks:** The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.

- 21.1 Owner's Risks: The Owner is responsible for the accepted risks which are:
- b. Insofar as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
  - c. A cause due solely to the design of the Works, other than the Bidder's design.
- 21.2 Bidder's Risks: All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the accepted risks of the owner.
- 21.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include interalia any damage to

buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim. The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

## **22.0 Insurance**

- 22.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contracted Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under:
  - a. Workmen Compensation Policy;
  - b. Bidder's All Risk Policy;
  - c. Third Party Insurance.
- 22.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the approval before the Date of Start of work i.e. dates of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 22.3 If the Bidder does not provide any of the policies and certificates required, the Owner may affect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.
- 22.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner.
- 22.5 Both parties shall comply with the conditions in the insurance policy.

**23.0 Setting out Works:** The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

**24.0 Bidder to remove all offensive matter, non-suitable material etc immediately.**

- 24.1 All debris, excavated soil, filth or other matter or an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the bidder out of the premises/ site under intimation to concerned authorities.
- 24.2 Any material brought on site if found unsuitable shall be removed from site at once by the Bidder under intimation to the concerned authorities.

## **25.0 Inspections by Owner**

- 25.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Owner for doing so.
- 25.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
- 25.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- 25.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.
- 25.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.



25.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.

## **26.0 Covering Up/Uncovering of Works**

- 26.1 No part of the works shall be covered up without the approval of Owner and the Bidder shall afford full opportunity for examination and inspection by the Owner. The bidder shall give due notice to the EIC about the work to be covered up for its measurements and examination. The EIC shall within a reasonable time attend for the purpose of examining such work, unless the EIC specifically advises the Bidder in writing of his unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work.
- 26.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the Bidder shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.
- 26.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its bid, with the exception of any price adjustments authorized in SCC or in the Owner's request for bid validity extension, as the case may be.
- 26.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.
- 26.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other Publish / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

## **27.0 Change in the order/ Extra items of work**

- 27.1 The Owner may at any time, by written order given to the Bidder, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work
- 27.2 Owner reserves to itself the right of omission of any item of work from the awarded, publish at any time / stage during the execution of work and award the same to another agency / bidder.
- 27.3 The Owner may at any time, by written order given to the Bidder, increase the scope of work or include any new item of work. The Bidder shall be bound to carry out such works, the rates for which shall be arrived after the approval of competent authority as below-
- In the case of Extra item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate (at the time of tender) plus/Minus percentage above/below quoted contract amount. Payment of extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.
  - In the case of substitute items(s) being the schedule items (Delhi schedule of rates items). These shall be paid as per the schedule rate (at the time of tender) plus/minus percentage above/below quoted contract amount. Payment of substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

## **28.0 Payment**

- 28.1 The method and conditions of payment to be made to the Bidder under the contract shall be specified in SCC.
- 28.2 Payment shall be made promptly by the Owner after certification of the bill by the Owner.
- 28.3 All intermediate running payments to the bidder shall be regarded as payments by way of advance against the final payment and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed, taken away and reconstructed or re-erected.

## **29.0 Variations and Provisional Cost (If applicable):**

- 29.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract): a. At the rates if any inserted by the Bidder in the priced Schedule of Quantities or b. If no such rates have been inserted then at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- 29.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, or his authorised representative not later than the end of the week following that in which the work has been executed. Effect shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

### **30.0 Claims for Extra or for Deductions**

- 30.1 The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Bidder shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
- 30.2 The Bidder has to submit a monthly return by 10th of the ensuing month for any extra work which in his opinion is not covered by the contract agreement through the Owner's/ Owner's representatives and obtain a receipt from the authorized signatory of the Owner. Failing this, he shall have no right to any such claim, whatsoever may be the circumstances, later on.
- 30.3 In the event of any dispute arising either as to validity of the claim or as to the account to be paid or allowed in respect thereof, the decision of the Owner shall be final and binding on the bidder. In the meantime, the Bidder may either proceed with the work in question or suspend the same as may be determined by the Owner.
- 30.4 All extra works (those permitted by Owner) of every description shall be executed by bidder on site of work in pursuance of any of the provision of the contract, shall be measured up, and shall be paid according to actual quantities ascertained by such measurements and the prices as finalized by the Owner based on the priced schedule of quantities so that such priced schedule of quantities shall include all such operations and accessories as appear in the said schedule of prices or specification to be or shall in the opinion of the Owner the contingencies upon the works mentioned in such schedule of prices or required to make such works perfect and fit for use.
- 30.5 Provided also that if any work shall be ordered by the Owner and executed by the Bidder for the payment of which no provision in the opinion of the Owner have been made in the priced schedule of quantities or the specifications, the Owner shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the Owner sufficient for any difference in the character of conditions of the work. However, rates for extra items shall be fixed on the basis of actual rate analysis.
- 30.6 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, wither in the whole or in part, as may be directed by the EIC, whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.
- 30.7 The Bidder shall remove all malba etc., wash and clean the floors and hand over the site quite clean on the completion of the work.

### **31.0 Delay in the Bidder's performance**

- 31.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice inviting tender.
- 31.2 If, at any time during performance of the contract, the Bidder should encounter conditions impeding timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, it's likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages.

**32.0 Liquidated Damages:** If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract.

**33.0 When Contract can be Determined:** Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time

essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the BOG IIT Roorkee shall have powers:
  - A. To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
  - B. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- xii) The owner may terminate the contract bond without prejudice due to financial malpractice/ misbehavior /verbal or physical assault /poor quality of work etc. Further to this, the bidder shall be debarred for two years for participating in any tender of IIT Roorkee

#### **34.0 Force Majeure**

- 34.1 The Bidder shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 34.2 For purposes of this clause, “Force Majeure” means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder’s fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.
- 34.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**35.0 Termination for Insolvency:** The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

### **36.0 Termination by Default**

- 36.1 The Owner may without prejudice to any other right or remedy, by written notice (of fifteen days) of default sent to the Bidder, terminate the contract in whole or part: a) if the Bidder fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner, or b) if the Bidder fails to perform any other obligation(s) under the contract,
- 36.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those unexecuted and the Bidder shall be liable to the Owner for any excess costs for such similar work or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
- 36.3 The owner may terminate the contract bond without prejudice due to financial malpractice/ misbehavior /verbal or physical assault /poor quality of work etc.

**37.0 Termination for Convenience:** The Owner, by written 30 days prior notice sent to the Bidder may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective. The items of work that are complete and ready within (1) month after the Bidder's receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;

- a) to have any portion completed at the contract terms and value and/or
- b) to cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

### **38.0 Resolution of Disputes**

- 38.1 The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties.
- 38.2 All disputes should be under the Jurisdiction of civil court Roorkee.

**39.0 Governing language:** The contract shall be written in Hindi or English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

**40.0 Governing law:** The contract shall be governed by the laws of The Union of India for the time being in force. All disputes are subject to jurisdiction of courts at Roorkee or Honourable High Court Uttrakhandat Nainital.

**41.0 Notices:** Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. A notice shall be effective on the date on when it is delivered, or on the notice's effective date, whichever is later.

**42.0 Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner' instructions for dealing with them.

**43.0 Dismissals of workmen:** The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.

**44.0 Working Hours:** Normal working hours shall be from 08:45 a.m. to 05:30 p.m. No construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. However, permission to work beyond normal working hours can be granted by the Owner in exceptional circumstances to achieve the target schedule of completion.

## **B. TIME CONTROL (NEW CONSTRUCTION WORK)**

### **45.0 Program**

- 45.1 Within the time stated in the Contract Bond the Bidder shall submit to the Owner for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works, along with weekly cash flow forecast. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 45.2 The Bidder shall submit to the Owner, for approval, an updated Program at intervals no longer than the period as stated in the clause no. 7.1. If the Bidder does not submit an updated Program within this period, the Owner may withhold the amount stated in the Contract Bond from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 45.3 The Owner's/Owner's approval of the Program shall not alter the Bidder's obligations. The Bidder may revise the Program and submit it to the Owner again at any time. A revised Program is to show the effect of Variations at any stage of work, Owner award any item/part of item of work to bidder's workman/ external agency, if in their opinion, the progress of work is suffering because of that. The work done will be added to the Bidder's bill and the amount paid for the job will be deducted from the Bidder's account.

### **46.0 Delay and Extension of time**

If in the opinion of the Owner the work be delayed

- a) by force majeure or
- b) by reason of any exceptionally inclement weather or
- c) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring owners or public authorities or
- d) by delays of other bidder or Tradesmen engaged by the Owner or the Owner and the works not referred to in the Schedule of Quantities and/or specification or
- e) by reasons of Owner's instruction or
- f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- g) in consequence of the bidder not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing or
- h) from other cause which the Owner may certify as beyond the control of the bidder or
- i) by reason of nonpayment of interim certificate at specified time, the Owner shall grant for approval by the Owner a fair and reasonable extension of time for completion of the Contract. In case of strike or lockout the bidder shall as soon as may be given written notice thereof to the Owner, but the bidder shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

## **C. QUALITY CONTROL**

**47.0 Identifying Defects:** The Owner shall check the Bidder's work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Owner may instruct the Bidder to search for a Defect and to uncover and test any work that the Owner considers may have a Defect.

### **48.0 Correction of Defects**

- 48.1 The Owner shall give notice to the Bidder of any Defects before the end of Defects Liability Period, which begins at Completion and is defined in the Contract Bond. The Defects Liability period shall be extended for as long as Defects remain to be corrected.
- 48.2 Every time notice of Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Owner's notice.

**49.0 Uncorrected Defects:** If the bidder has not corrected a Defect within the time specified in the Owner's notice in case, it is felt by the owner that undue delay is being done by the bidder, the same will be got done by the owner at risk and cost of the contractor.

## **D. COST CONTROL**

### **50.0 Schedule of Quantities**

- 50.1 The Schedule of Quantities shall contain items for the construction work, installation, testing, and commissioning work to be done by the Bidder.
- 50.2 The Schedule of Quantities is used to calculate the Contract Price. The Bidder is paid for the quantity of the work done at the rate in the priced Schedule of Quantities for each item.

**51.0 Variations:** All variations in the program pursuant to clause no. 7.0 of GCC shall be included in the updated program produced by the Bidder.

### **52.0 Payments for Variations**

- 52.1 The Bidder shall provide the Owner with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Owner. The Owner shall assess and finalise the quotation, which shall be given within seven days of the request or within any longer period stated by the Owner and before the Variation is ordered.
- 52.2 If the Bidder's quotation is unreasonable, the Owner may order the Variation and make a change to the Contract Price which shall be based on Owner's own forecast of the effects of the Variation on the Bidder's costs.
- 52.3 If the Owner decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and shall be treated as a Variation.
- 52.4 The Bidder shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

## **E: FINISHING THE CONTRACT**

**53.0 Completion Certificate:** The Bidder shall request the Owner to issue a Certificate of Completion of the Works will do so upon deciding that the Work is completed.

**54.0 Taking Over:** The Owner shall take over the Site and the Works within Ten days of the Owner issuing a certificate of Completion. Before handing over the site, the bidder must obtain a site clearance certificate from the Owner.

**55.0 Final Account:** The Bidder shall supply to the Owner a detailed account of the total amount that the Bidder considers payable under the contract before the end of the Defects Liability Period. The owner shall issue a Defect Liability certificate and certify any final payment that is due to the bidder within 5-6 days of receiving the Bidder's account if it is correct and complete. If it is not, the owner shall issue within 5-6 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, The owner shall decide on the amount payable to the bidder and issue a payment certificate within 5-6 days of receiving the Bidder's revised account.

-Sd/-

**Institute Engineer,  
IWD, IIT Roorkee**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract are supplementary, to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

### **1. Definition (GCC clause 1.0)**

- a) Owner means: IIT Roorkee.
- b) Site means the project site situated in IIT Roorkee Main Campus, Saharanpur Campus and Greater Noida Extension Centre (GNEC).

### **2. Security Deposit:**

- (i) Total Security Deposit The (Earnest Money Deposit) EMD of the successful Bidder shall form a part of the Total Security Deposit and to be deposited as per critical data sheet.
- (ii) Release of Security Deposit: Security Deposit will be refunded by the Owner after completion of Defect Liability Period i.e. **12 months** from date of virtual completion.

3. **A. Performance Security** Within Ten days (10) after the Bidder's receipt of Notification of Award, the Bidder shall furnish Performance Security to the Owner for an amount of 5% of the accepted bid Value in the form of Cash or Bank Guarantee from Nationalized /Scheduled Bank to the Owner. The Performance security shall be refunded/returned to the bidder on completion of work and recording of the completion certificate.

**B. Defect Liability Period:** Defect liability period for the work will be one year from the date of completion of work.

### **4. Payment against Running Bills:**

The Bidder shall be paid for the work done against running bills to be raised not before monthly. The Final bill will be certified within 60 days from the date of submission. The following payment will be recovered from the bills: Statutory deductions like income Tax, Cess under Building and Other Construction Workers Welfare Cess Act, 1996 etc. as applicable. Any other recovery if becomes due.

#### **4.1.1 Payment:**

1. No advance payment shall be made.
2. Payment shall not be released against 1st R/A bill until submission of following documents by bidder to the Owner:
  - a) GST Invoice with revenue stamp.
  - b) EPF & ESI deposit proof
  - c) Insurance – Bidder's All Risk (CAR) Policy, Workmen compensation policy and Third-Party Liability Insurance

#### **4.1.2 Basis of Payment in RA bills**

Payment in RA bills shall be based on quantity of work executed at site (as per the item of work) & verified by Owner as per the item rate in work orders. Owner is authorized to allow part rate/reduced rate for any item of work.

#### **4.1.3 Disallowance of payment**

If payment has been made in RA bill for any item of work but later on some defect is noticed, Owner/Architect is authorized to disallow the payment in the subsequent bills till rectification of the work.

### **4.2 Final bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within three months.

## 5. Liquidated Damages

0.5% per week of balance/unattended work subject to a maximum of 5% (Five percent) of the Contract value from the stipulated date of completion.

## 6. Resolution of Disputes

In case the parties don't agree to the advice of owner, then the Director, IIT Roorkee shall appoint a sole arbitrator within 30 days of receipt of request forthwith. The arbitration shall be governed by Arbitration and Reconciliation Act 1956.

## 7. Notices

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.

Owner: Dean Infrastructure,  
Institute Works Department,  
Indian Institute of Technology  
Roorkee

Bidder: \_\_\_\_\_  
(To be filled in at the time of Signing of the Contract)

## 8. Resolution of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the bidder considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision.

If the Bidder is dissatisfied with this decision, the Bidder shall within a period of 30 days from receipt of the decision, give written notice to the IIT Roorkee for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by The Director, IIT Roorkee. If reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such IIT Roorkee as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the bidder shall be deemed to have been waived and absolutely barred and IIT Roorkee shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

"If any dispute which may arise with respect to any term and condition or with respect to the interpretation of any term and condition of the Purchase Order/Work order, which may be issued to the qualified and successful tendered subsequently, the same shall be settled strictly in accordance with and in compliance of the Arbitration procedure which is mentioned descriptively in the Purchase Order/Work Order."

For Purchase Order- "If any dispute arises out of the interpretation of any clause of this purchase Order/Work Order or with respect to any other matter connected with or arising out of any work/service to be done or completed pursuant to this Purchase order/Work order, the aggrieved party shall first serve the Statement of its Grievances to the other party in which the complete details and description of its grievance should be mentioned descriptively. The true copies of all the relevant documents shall be filed with this statement by the aggrieved party. Both the parties shall then make utmost endeavor to settle the disputes amicably amongst themselves.

In the case the parties fail to settle their disputes amicably amongst themselves or if any dispute remains unsettled while other disputes are settled, the aggrieved party shall serve a Notice to the other party and to the Director of the Indian Institute of Technology Roorkee, intimating its desire to invoke the Arbitration for the settlement of the said disputes or any of the unsettled dispute. Such Notice invoking Arbitration shall strictly be given in compliance of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. Such notice shall grant the time not less than 30 days to other party for the appointment of the Arbitrator. The aggrieved party shall specifically and in very clear terms mention the points of Reference desired to be referred to the Arbitrator, give out the details and description of the dispute which it tends to get settled by the process of the Arbitration. The Notice invoking Arbitration shall contain the true copies of all the relevant documents on which the aggrieved party shall put reliance in support of its claim.

After service of the Notice invoking Arbitration, the Director of the Indian institute of Technology, Roorkee shall appoint the Sole Arbitrator for resolution of the dispute/s or any of the unsettled dispute/s within a period of thirty clear days from the date



of receipt of the Notice invoking Arbitration from the aggrieved party. The Arbitration proceedings shall be commenced strictly in compliance of the provisions of the arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time. The language of Arbitration proceedings shall English. The venue of Arbitration will be the premises of the Indian Institute of Technology Roorkee.

For the purpose of the provisions of the Arbitration & Conciliation Act, 1996 or any other statute in force and ruling the law of Arbitration at that time and for any legal action with regard to this Arbitration and for the purpose of any matter arising out of Arbitration proceedings under this Purchase Order/ Work Order, the courts situate at Roorkee shall only have the jurisdiction to try the legal Action. In this regard, the Commercial Courts having jurisdiction over Roorkee in the matters pertaining to commercial disputes or action arising out of any Arbitral Award passes during the course of the arbitral proceedings held and commenced in Roorkee (currently the commercial Courts located at Dehradun have jurisdiction over the Commercial disputes and the Arbitral Award passed during the course of the Arbitral proceedings held and commenced in Roorkee) shall only have the jurisdiction to try Such legal action. All the legal proceedings shall be subject to the territorial and geographical jurisdiction of Hon'ble High Court of Uttarakhand.”

## **9. Protection of environment**

- 8.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 8.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- 8.3 Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution, ‘Air Pollution’ means the presence in the atmosphere of any air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, ‘Environment’ includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## **10. Specification to be followed for execution for execution of works are:**

**For Civil Works:** CPWD Specifications 2019 Vol. 1 and Vol. 2 with up-to-date correction slips. (Hereinafter called CPWD specifications also) and Specification mentioned in this Published document for each project.

**Sd-  
Institute Engineer,  
IWD, IIT Roorkee**

## Undertaking

(On Non-Judicial stamp paper of Rs. 100/-)

Name of the address of the bidder: .....

NIT No.....

Name of the work: .....

Due Date: .....

I/We have read and examined the Tender document for the work. I/We hereby submit bid for the execution of the work specified for the Institute within the time specified in NIT of quantities and in accordance with the specifications, designs, drawing and instructions in writing referred to the conditions of contract and with such materials as are provided for, by, and in respect of accordance with such conditions so far as applicable.

I/We agree to keep the Bid open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

Earnest Money as mentioned in the critical data sheet is hereby forwarded in Bankers' Cheque / Demand Draft/ Fixed Deposit Receipt issued by scheduled bank. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in NIT. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee 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 bidder on back-to-back basis. Further that, if such a violation comes to the notice of owner, then I/we shall be debarred for tendering in IWD, IIT Roorkee in future forever. Also, if such a violation comes to the notice of owner before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/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.

I/We hereby declare that I/We have no near relative connection by marriage to any staff of the Institute.  
The information given in the tender form is correct and best of my knowledge.

**Dated:**

**Signature of Bidder:**

**Witness:**

**Postal Address:**

**Occupation:**

## PERFORMANCE GUARANTEE BOND

In consideration of the Indian Institute of Technology Roorkee having agreed under the terms and conditions of agreement No..... dated..... made between ..... And

.....(hereinafter called "the contractor(s)")..... for the work.....(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

1. We.....(hereinafter referred to as "the Bank") hereby undertake to pay to IIT Roorkee (Indicate the name of the bank) an amount not exceeding Rs..... (.....only) on demand by the Indian Institute of Technology Roorkee.

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

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

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

4. We .....further agree that the guarantee herein contained shall (Indicate the name of the Bank) remain in full force and effect during the period that would be taken for performance of the said agreement, and it shall continue to be enforceable till all the dues of the Indian Institute of Technology Roorkee under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

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

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

7. We ..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Indian Institute of Technology Roorkee in writing.

8. This guarantee shall be valid up to..... unless extended on demand by Indian Institute of Technology Roorkee. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to .....(Rupees.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.  
Dated the .....day of..... for  
..... (Indicate the name of the Bank)

## SPECIAL CONDITIONS

1. The scope of work includes preliminary works like setting and maintenance of permanent bench marks reference points, central line of the carriageway etc. It shall also include making adjustment in the layout if required as per site conditions and as directed by the Engineer-in-Charge. The layout shall be got approved from the Engineer-in-charge before starting actual work. Existing levels of the area under the scope of work shall also be recorded.
2. Clearing of site for construction of the work and all activities connected therewith before commencement of work to the satisfaction of the Engineer-in-Charge.
3. Maintenance of all works during construction till handing over to the department.
4. Protection and maintenance of existing services.
5. Provision for all safety measures for traffic, pedestrian workmen, machinery etc. as considered necessary by the Engineer-in-charge.
6. Identification of services like sewer lines, water supply lines, electric and telephone cables etc. well in advance of actual execution.
7. It may be noted that all the safety requirements as may be felt necessary by the Engineer- in-Charge, shall have to be provided for allowing the traffic to pass at all times during the construction period.
8. In case of defective construction by the contractor or on account of any other reason attributable to the contractor if the consultants appointed by the department, submit additional claims for re- designing on account of additional input by them, due to such reasons, the same shall also be borne by the contractor. The opinion of the Engineer-in-charge in these matters shall be final and binding.
9. All ancillary and incidental facilities required for execution of the work i.e. labour camps, stores, offices for contractors, work shop facilities, watch and ward, temporary structure for plants and machinery, well equipped site laboratory as mentioned in the tender; document, water storage structure, tube wells, electric /telephone installation and charges, liaison work, protection work during execution and not included in the main items, any other item /activity contained elsewhere in the tender documents which is necessary for execution of work in the opinion of the Engineer-in- Charge.
10. Pumping and bailing out water in suitable manner as directed by Engineer-in-Charge.
11. It is also made clear that intending bidder should visit the sites of work and physically assess the activities which are involved for completing the work, including the quantum of work besides the information supplied in the tender document. No claim whatsoever shall be entertained on this account.
12. The construction agencies shall make arrangement for a regular fortnightly or other frequency as desired by Engineer-in-Charge for the documentation of the progress of work including minimum five colour photographs of size 5" x 7" with each progress report.
13. Activities related to setting of various items such as permanent bench-marks, reference points, central line of carriageway, layout of foundations and bearings etc. shall be performed by total station survey.
14. **The contractor shall provide barricading board as per direction of Engineer-In-Charge along the length of road or working area and suitable light shall be provided with barricading. Contractor shall not be paid anything on this account. In case the Agency fails to provide barricading as per direction of Engineer-in-charge, a recovery of Rs. 5000/- per day shall be made from contractor's bill. Contractor shall not remove the barricading boards from site till completion of work or as per direction of Engineer-In-Charge.**
15. Services like water supply lines, sewer lines, storm water drains, electricity lines, telephone lines very head and underground cables /structure, if any falling in the alignment of the work, (which are required to be removed or shifted in the opinion of the Engineer-in-Charge) shall be removed/ shifted by the department if found necessary by the Engineer-in-charge. Time taken for its shifting, removal, diversion shall be accounted for towards according extension of times if it actually causes hindrance in execution as per the discretion of the Engineer-in-Charge. No claim on account of this delay or otherwise due to above reasons shall be entertained on this account.
16. The contractor shall remove the malba generated due to wastage of material during execution of work on daily basis at his own cost and keep the carriageways & footpaths/drains neat and clean during the execution of the

work. In case the agency fails to remove the above malba, the same shall be removed by the department at his risk and cost.

17. **The contractor shall carry out at his own cost photography of progress of work at every 300m of each open drain/ deep sewer line to be undertaken at time before start of work, during execution of work & after execution of work and shall submit two sets of minimum five colour (5”x 7”) photographs for record to the department indicating name of work, chainage, date & time etc. Similarly, the good quality videography of the work before start of work, during execution of work & after completion of each stretch of work shall be done and soft copy in the form of CD/ Pendrive shall be submitted to the department in duplicate.**
18. Site conditions given hereunder and elsewhere are given as guidelines and contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the department is erroneous or insufficient.
19. **In case of flooding of site on account of rain or any other cause or any other damage whatsoever, no claim financially or otherwise shall be entertained, notwithstanding any other provisions elsewhere in the tender documents.**
20. The work shall be carried out in such a manner so as not to interfere or affect or disturb other works, being executed by other agencies, if any.
21. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
22. The work shall be carried out in the manner complying in all respects with the requirement of relevant byelaws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
23. The contractor shall make his own arrangement for obtaining electric connection (s) if required, and make necessary payment directly to the department concerned. The department will however make all reasonable recommendations to the authority concerned in this regard.
24. The Contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.
25. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
26. The malba / garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer-in-Charge.
27. Unless otherwise provided in the schedule of quantities the rates, tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts.
28. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours. Failure to comply with the requirements mentioned above shall be deemed to be breach of the contract on the part of the contractor for which the contractor shall be liable to action under relevant clauses/conditions of the agreement. The Engineer-in-Charge shall give notice to the contractor for such default and the contractor shall comply with the same within one day of such notice failing which the Engineer-in-Charge will get the barricading set right in accordance with above provisions at risk and cost of the contractor in addition to the compensation payable by the contractor for default.
29. The responsibility for taking of any permission for traffic diversion or shifting of any services and its approval to execute the work if required from any Department of Institute lies with the contractor, however the department may provide suitable assistance in the matter under its per view. In case of shifting of any services, cost of that component shall be paid to the contractor if allowed to be executed by him or will be shifted separately by the Department.

## OTHER SPECIAL CONDITIONS

1. Before start of the work, the contractor shall submit the programme of execution of work and get it approved from the Engineer-in-Charge and strictly adhere to the same for the timely completion of the project work.
2. The contractor shall have to make approaches to the site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
3. The contractor shall, at all times, carry out work on the running road in a manner creating minimum interference in the flow of traffic as per direction of Engineer-in-Charge.
4. For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulation and the agreement entered upon and / or extra amount for any other reason.
5. The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary at either end of the excavation / embankment and at such intermediate points as directed by the Engineer-in-Charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.
6. All the employees, workers, officials and staff deployed both in field and office/control room shall at all times during duty hours wear a uniform prominently showing “IWD” and IITR Logo, the design for which shall be got approved by the bidder from Engineer-in-charge
7. The contractor shall provide uniform along with Badge and shoes **within 15 days** of start of work. In the event of non-compliance, **a recovery of Rs.25/- per day per employee** shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by Engineer-in-Charge.
8. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

## SPECIAL CONDITIONS FOR DESILTING

1. Desilting of drain shall be done in stretches of approximate length of 50-100 meters. The section shall be blocked on both ends with the help of sand bags and section shall be de-watered by pumps. After dewatering, desilting shall be done completely upto the bottom of the drain. During the blockage/Desilting of Drain of the particular section, necessary arrangement for diversion of flow of drain shall be done. The cost of pump and operator & POL etc. for all these operations shall be deemed included in the item of desilting and nothing extra shall be paid.
2. Desilted materials, silt/sludge/building rubbish/earth mixed malba etc. shall be removed by the contractor within 48-hours of its removal. Stretch-wise/Road-wise dated photographs of de-silted materials along the road/drain shall be taken before removal of silt/sludge and after removal of desilted material and same shall be provided to the Engineer-in-Charge after de-silting of the drain of each road separately, for which nothing extra shall be paid.
3. The drains are to kept clean and free flowing throughout the period of contract, the cost for which is inclusive in the items and nothing extra shall be payable unless specifically mentioned and work shall be executed as below:
  - i) 1<sup>st</sup> Operation of Desilting: Within two months from Date of Start or as per direction of EIC
  - ii) Free Flowing: Between end of 1<sup>st</sup> operation and before start of 2<sup>nd</sup> operation & end of 2<sup>nd</sup> operation and till completion of work
  - iii) 2<sup>nd</sup> Operation of Desilting: December 2024 to February 2025 or as per direction of EIC.
4. The disposal of silt/sludge/building rubbish/earth mixed malba to the authorized municipal dumping ground shall be done through mechanical transport fitted with GPS mechanism. Print out of GPS mechanism shall also be produced for payment of Disposal of Malba.
5. The disposal of silt/sludge/building rubbish/earth mixed malba has to be done in trucks/dumpers covered with polythene/Tarpolin sheets from hygienic point of view.
6. The contractor has to take all precautionary safety measures for the workers put on the job for which he is fully responsible.
7. The contractor shall intimate contact number/mobile number of himself as well as of the supervisory staff who have to carry out this job of cleaning/de-silting of drains.
8. If required, contractor shall pay initially the actual municipal dumping ground/sanitary land fill site tax to the local authorities/in-charge at dumping ground/sanitary land fill site or other nearby specified dumping ground of municipal and the same will be reimbursed time to time to the contractor by department on production of receipt of such charges without any surcharge or overheads.
9. The contractor shall take all precaution to avoid all accidents by erection of necessary caution boards, red flags and providing barriers/barricades as directed by the Engineer-in-Charge. He shall be responsible to all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during execution of work.
10. The contractor shall at all time carry out the work on the roads in a manner creating minimum interference to the traffic.
11. All T&P required for removing/cleaning of SW Drain shall be arranged by the contractor and nothing extra shall be paid on this account.
12. Nothing extra shall be paid on account of working in foul, liquid or mud condition or due to working in odd hours.
13. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
14. The contractor will have to make his own arrangement for water/electricity for working during odd hours and nothing extra shall be paid on this account.
15. The contractor shall comply with all the statutory provisions as laid down under various labour Laws/Acts/Rules like minimum wages & welfare measures etc.
16. The contractor shall do the De-silting work in a manner as specified /directed/instructed by the Engineer-

in-Charge.

17. The de-silting of a particular drain, which has continuous mixed flow of rain water/sewage/silt/floating material, shall be done as per direction of the Engineer-in-Charge.
18. The contractor has to deploy the required number of JCBs machines as directed by the Engineer-in-Charge so as to achieve scheduled progress of the work.
19. The precast covers of drains are to be lifted and placed at safe place near drain and after completing the de-silting work, these covers are to be placed at its original position and nothing extra shall be paid on this account. If any accident occurs due to negligence during lifting and placing of covers, the entire responsibility shall be rest on the agency. The handling of drain covers shall be done with care so as no damage occurs to covers, If any damage occurs, the same shall be provided free of cost by the agency otherwise recovery shall be made @Rs.2000/- per sqm. of drain cover.
20. The contractor shall have to arrange diversion/men at work sign boards, safety cones, night vision safety jackets & helmets etc. as safety measures for working on running roads.
21. Machine and manpower as defined under the description of items shall be deputed anywhere under the jurisdiction of Institute and shall have to move from one place to another place promptly as per the direction of Engineer-in-charge and nothing extra shall be payable on any account other than specified in the description of item.
22. The operation of de-silting in respect of drains along the roads shall have to be completed within the time schedule as per direction of Engineer-in-charge or his authorised representative. Agency shall inform EIC that particular operation has been completed, which shall be verified by the Engineer-in-Charge of the work. Compensation for delay in desilting of drains shall be levied @ Rs. 1,000/- per day of delay per 500m of drain length required to be de-silted subject to maximum of Rs.3,00,000/-
23. Non cleaning / repainting /proper maintaining of Barricading boards as directed by Engineer- in-Charge, will attract a levy of compensation @ of Rs. 100/- per meter per week subject to maximum of Rs. 1,00,000/-

### **Special Conditions for Mason, Beldar & Sewer men**

- 1 The contractor shall engage sufficient number of Mason/ Beldar/ Sewer Men as per requirement at site, if contractor fails to provide the required man power within 24 hours of requirement then following recoveries shall be made from contractor:
  - A) Mason: Rs 800/- per day per mason.
  - B) Beldar/Sewer men: Rs.500/- per Beldar per day.



## BILL OF QUANTITIES

**Name of Work:** Cleaning of Storm water drain, Septic tank, Jungle cleaning, Desilting of drain & cleaning of choked deep sewer line in East & West Zone, IIT Roorkee

Sr No.	Reference	Description	Quantity	Unit	Rate	Amount in Rs.
1	NS	Desilting of road side Storm Water drains, seasonal flow open drains, covered drains, culverts, pipe drain etc. by excavation and taking out silt, sludge, building rubbish, earth mixed malba, plastic bags & all type of floating, solid and semi- solid malba/ rubbish by manual or any other suitable mechanical method and disposal of this desilted material, sludge, building rubbish, earth mixed malba, plastic bags & all type of floating, solid and semi-solid malba/ rubbish received after desilting of drains for all lifts & lead upto 50 meters as per the direction of Engineer-in-charge. The rate includes all the above operations. The payment of this item will be made on submission of weekly album 2nos of at least 20 coloured photographs (2 hard copies of each coloured photograph of postcard size) and a digital soft copy of the entire album Initial Cleaning/1st operation of desilting as per the instructions of Engineer-in-charge				
2	NS	Drains up to 600mm in width and all depths	500.00	metre	90.70	₹ 45,350.00
3	NS	Drains above 600mm upto 1200mm in width and all depths	600.00	metre	155.50	₹ 93,300.00
4	NS	Drains above 1200mm in width and all depths	300.00	metre	276.40	₹ 82,920.00
5	NS	Desilting of road side Storm Water drains, seasonal flow open drains, covered drains, culverts, pipe drain etc. by excavation and taking out silt, sludge, building rubbish, earth mixed malba, plastic bags & all type of floating, solid and semi- solid malba/ rubbish by manual or any other suitable mechanical method and disposal of this desilted material, sludge, building rubbish, earth mixed malba, plastic bags & all type of floating, solid and semi-solid malba/ rubbish received after desilting of drains for all lifts & lead up to 50 meters as per the direction of Engineer in-charge. The rate includes all the above operations. The payment of this item will be made on submission of weekly album 2nos of at least 20 coloured photographs (2 hard copies of each coloured photograph of postcard size) and a digital soft copy of the entire album 2nd operation to be carried out as per the instructions of Engineer-in-charge				
6	NS	Drains up to 600mm in width and all depths	400.00	metre	45.35	₹ 18,140.00
7	NS	Drains above 600mm up to 1200mm in width and all depths	500.00	metre	77.75	₹ 38,875.00
8	NS	Drains above 1200mm in width and all depths	200.00	metre	138.20	₹ 27,640.00
9	NS	Hiring & operation of Hydraulic Excavator JCB Machine capacity 3D for 8 hours a day including driver, diesel, mobile oil etc. all complete, as per direction of Engineer-in-charges.	7.00	per day	9156.00	₹ 64,092.00
10	NS	Providing sand bags using old empty cement PVC bags filled with Jamuna Sand to stop flow of drain water in open & closed drain as per direction of Engineer-in-Charge.	200.00	bag	36.60	₹ 7,320.00
11	NS	Desilting and taking out of debris silt rubbish etc. from drain/ sump of all size and diameter (Rectangular/Circular), which are heavily surcharged, by super sucker machine which consist of (one No. chassis mounted machine having suction capacity of minimum 4000 cum/hrs at 80% vacuum, 2 No. chassis mounted	3.00	day	69690.00	₹ 2,09,070.00

		dump tanks having capacity of 10 cum i/c) safe disposal of silt with in municipal limits. The operations of desilting should be video graphed at each location of super sucker for a period of minimum 10 minutes per day basis and providing three sets of CD/ pen drive as directed by Engineer in charge. The operation should also be photographed at each location, minimum ten photographs on per day basis and giving three sets of photographs. supply of all materials, labour, T & P, temporary power connection with stand by generation set of capacity at least 62.5 KVA gas detector, forced air ventilators wherever required etc. and provision of safety equipment as per guide line laid in (IS-11972*1987), international standard, traffic control arrangement and proper lighting at night, barricading, display of signboard, insurance of worker ensuring all safety measures/precautions and cleaning of site. Removal of all hindrance obstructions, unforeseen items, permission from other deptt. (Deptt. will only assist in getting the permission etc.) cutting of bituminous road, excavation, demolishing of brick work/ CC/ RCC wherever required and restoring the same. All-inclusive and nothing extra be payable. The super sucker machine shall be called as per requirement at various locations.				
12	DSR 2023 1.1.3	Added for Extra cartage of manure or sludge by Mechanical Transport including loading, unloading and stack in beyond 5 Km upto 10 km. Actual distance from IIT Roorkee.	400.00	cum	20.14	₹ 8,056.00
13	DSR 2023 2.31	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared	2200.00	sqm	17.60	₹ 38,720.00
14	DSR 2023 14.76	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	800.00	each	108.30	₹ 86,640.00
15	DSR 2023 14.77	Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high-pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and de-chocking of sewer lines. De-chocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia up to 300mm	7548.00	metre	340.75	₹ 25,71,981.00
16	DSR 2023 15.60	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved	400.00	cum	263.95	₹ 1,05,580.00
					<b>Total Amount</b>	<b>₹ 33,97,684.00</b>
					<b>Say</b>	<b>₹ 33,97,684.00</b>

**Signature of Contract**

**SCHEDULE 'C'**  
**LIST OF APPROVED MAKES/AGENCY OF MATERIALS**

The following guidelines are to be noted with regard to use of materials in the work.

1. The CONTRACTOR shall be required to use material of the make given in the list of approved make or specifically mentioned in the Bill of Quantities . EMPLOYER is free to demand the CONTRACTOR to use any particular make from the approved list of items.
2. However in case of non availability of any item as per the list of approved make CONTRACTOR shall use alternative item of ISI make with prior written permission from the ENGINEER-IN-CHARGE.
3. In case it is established that Standard material (bearing ISI mark) as well as the materials indicated in the list (as mentioned in the above para) are not available in the market, then approved equivalent materials may be used in the work subject to approval from the Engineer-in-charge.
4. For materials bearing "Standard Mark (ISI)" ordinarily no testing is to be done. However, in case of doubt or with a view to check the quality of materials, ENGINEER-in-charge may send samples for random testing.
5. For use of materials other than materials bearing "Standard Mark (ISI)" Mandatory tests shall be conducted at the frequency specified in the contract. In case frequency of testing is not stipulated in the contract then standard specification (CPWD, ISI etc.) may be considered for frequency at which materials are to be tested.
6. Before bulk purchase of quantities of materials, it is the responsibility of the Contractor to get the samples of materials approved from Engineer-in-charge andENGINEER-in-charge
7. The consumption of cement shall be calculated as per CPWD/DSR norms.
8. Brick bats will be supplied from Central Store @ Rs.500.00/ M<sup>3</sup> as per consumption if available in the Central Store.