

# NOTICE INVITING TENDER



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Name of Work: Anti-termite treatment work at IIM Kashipur, Uttarakhand

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING**

**Percentage Rate bids** are invited on behalf of IIM Kashipur from approved and eligible contractors of CPWD/PWD in appropriate class of Composite/Building category for the work of Anti-termite treatment work at IIM Kashipur, Uttarakhand and having experience for execution of **similar works** in any Govt organization i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 5 years ending previous month. The experience certificate shall be signed by the Executive Engineer or equivalent ranked officer.

<b>NIT No</b>	<b>IIMKASHIPUR/PROJECT/NIT/02/ 2022-23 DATED- 28<sup>th</sup> October 2022.</b>
<b>Name of Work</b>	<b>Anti-termite treatment work at IIM Kashipur, Uttrakhand</b>
<b>Location</b>	<b>IIM Kashipur (UK).</b>
<b>Estimated cost put to bid</b>	<b>Total Estimated cost: Rs. 738057/-</b>
<b>Earnest Money</b>	<b>Rs. 15000/-</b>
<b>Stipulated Period of Completion of work</b>	<b>2 months</b>
<b>Last date of submission of bid and other documents as specified in the bid document.</b>	<b>Up to 15:00 Hrs on 28 November 2022.</b>
<b>Time and date of opening of Bid</b>	<b>15:30 Hrs on 28 November 2022.</b>
<b>Bids/queries to be addressed to</b>	<b>ENGINEER-IN-CHARGE</b>
<b>Postal address for sending the Bids</b>	<b>ENGINEER-IN-CHARGE INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in</b>
<b>Name/Designation of the contact personnel</b>	<b>ENGINEER-IN-CHARGE</b>
<b>Telephone numbers of the contact personnel</b>	<b>91-7088270882,7900444090 / 701</b>
<b>e-mail ids of contact personnel</b>	<b><u><a href="mailto:engineering.department@iimkashipur.ac.in">engineering.department@iimkashipur.ac.in</a></u></b>

1. Bids in sealed cover are invited under a single bid system from reputed, experienced, and financially sound parties. Please superscribe the outer cover of the sealed bid as “Tender for Anti-termite treatment work at IIM Kashipur, Uttarakhand
2. The Financial bids of only eligible and technically qualified bidders will be taken into account, after the same has been ascertained by evaluation of the Bids by the Tender Opening Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.
3. Cost of Bid Document/ Tender Fee: ₹ 2000/- (Rupees Two Thousand only) including GST.
4. **Issue of Tender:** The tender document can be downloaded from the Institute website - [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in) or [eprocure.gov.in](http://eprocure.gov.in). Please keep visiting our website for any corrigendum/ amendments and submit the bid document accordingly.
5. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.
6. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
7. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to the non-presence of your representative.
8. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope duly superscribed as stipulated above and this should contain a copy of the NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (Tender Fees and EMD) and all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to the deadline prescribed for submission of bids. A withdrawal notice should be on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in the in-Bidder’s forfeiture of bid security. Submission of bid means that the bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
11. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

12. **Earnest Money Deposit (EMD):** Bidders are required to submit (EMD) of the amount Rs. **15,000/- (Rupees Thirty-one Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favor of "Indian Institute of Management, Kashipur "** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of a Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, or amends impairs or derogates from the tender in any respect within the validity period of their tender.
  - a. **Security Deposit:** The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 5 % of the contract value within 30 days of receipt of the confirmed order. EMD shall be released after receiving a Security deposit from the successful bidder.
13. The Security Deposit shall be released after the completion of the Defect Liability Period of this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The Security Deposit, however, shall be released only after the expiry of the defect and liability & warranty period.
14. **Payment Terms** - Payments will be made through ECS/ NEFT/RTGS after submission of the ink- signed bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payment, the bidder shall furnish a "No Claim Certificate" to IIM Kashipur.
15. The bidder should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc., contained in the bid document carefully, before quoting the rates.
16. General Conditions of Contracts 2020 (GCC 2020) for Maintenance Works (Amended up to date) published by D.G. CPWD, Nirman Bhawan, New Delhi-110011 shall form part of the Agreement.
17. The bidder shall quote his rates for the specifications, terms & conditions, additional and special conditions, etc. and nothing extra shall be payable.
18. The contractors are advised to visit the site of work to have an idea of the execution of the work; failure to do so will not absolve their responsibility to do the work as specified.
19. The rates quoted by the contractor should be based on on-site inspection. No extra cost is allowed in the said job in case of variations.
20. The contractor shall follow standard operating procedures and guidelines for the covid-19 outbreak as applicable at the time of work and nothing extra shall be payable on this account.
21. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
22. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with, and other necessary documents can be seen and downloaded from the website <http://www.iimkashipur.ac.in> free of cost. But the bid can only be submitted after submitting **Declaration on EMD in the given format. (Form-G)** and other documents as specified.
23. Contractor can Print and submit the documents with Bid.
24. List of Documents to be within the period of bid submission:

- i) *Copy of Declaration on EMD in the given format. (Form-G)*
- ii) *The firm should have appropriate Pest Control/Insecticide/Chemicals for the purpose of pest control and the copy of license should be produced along with the Tender.*
- iii) *Enlistment order of the contractors of CPWD/PWD in an appropriate class of composite/building category and **similar works experience certificate** in any Govt organization i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 5 years ending previous month. The experience certificate shall be signed by the Executive Engineer or equivalent ranked officer*
- iv) *GST registration certificate if already obtained by the bidder.*  
*"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of the award letter or before the release of any Payment by IIM Kashipur, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by IIM or GST department in this regard".*

**Signature of the Executive Engineer,  
For and on behalf of the IIM Kashipur**



## Brief Scope of work

**Name of work:** Anti-termite treatment work at IIM Kashipur, Uttarakhand

**(Only for general reference and SOQ prevails over these provisions)**

**CHEMICALS-** Any one of the following chemicals conforming to relevant Indian Standard in water emulsion may be used for the soil treatment to protect a building from termite attack. Chemical Relevant Indian Concentration by Standard Weight, Percent (Active Ingredient) Chlorpyrifos 20 EC IS 8944.

**Along external wall Anti-Termite treatment-** Along external wall using chemical emulsion @ 7.5 litres / sqm of the vertical surface of the substructure to a depth of 300mm including excavation channel along the wall & rodding etc. complete. With Chlorpyrifos E.C. 20% with 1% concentration.

**Treatment of voids in masonry-** Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement: 2 coarse sand) to the full depth of the hole: 1 With Chlorpyrifos E.C. 20% with 1% concentration.

**Treatment at points of contact of wood work -** Treatment at points of contact of wood work by chemical emulsion Chlorpyrifos (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.

## Technical Specification

1. Insecticides/Pesticides/Chemicals etc to be used for controlling of pest should be of public health grade duly approved as such: a) Safe for human beings. b) Eco friendly. c) Approved by World Health Organization/Govt. of India/other competent Govt. Body/Organization in safety as well as effectiveness.
2. **The agency must undertake two-year guarantee for Anti Termite Treatment.**
3. Testing of samples of various materials required for testing purpose shall be provided free of charges by the contractor. Testing charges, if may, shall be borne by the contractor. All other expenditure required to be incurred for taking/ dispatching the samples, conveyance, packing etc. shall be borne by the contractor.
4. The contractor shall be responsible for control of pest which will be include all types of Insects including termite, white ants, mosquito, seasonal insects, beetles, rodent, serpents, weeds etc.
5. Injecting termiticide into affected portions of the woodwork, Woodwork in contact with machinery for example, door frames, cabinets, cupboards etc. shall be treated by drilling and injecting termiticide at the points of contact. Through drilling holes at the junctions of the walls and (Instruction read and Complied/Term and Conditions Accepted) Page 14 (Sign and Seal of Bidder) the floor and pumping chemicals through these holes and as per CPWD manual/ IS code, wherever necessary. The drilled holes are effectively sealed thereafter. The application of blanket spray and dusting wherever necessary.
6. The firm should have professional trained personnel to carry out the pesticide treatment.
7. The firm should preferably be a member of the Indian Pest Control Association and should possess a valid license & registration for all chemical formulations proposed to be used from CIB (Central Insecticide Board), documents to be attached.
8. The fumes or any other product generated out of pest control treatment should not cause any harm to the patients, visitors, any staff, or any animal other than the intended pests.
9. No outdated chemicals should be used and all formulations/pesticides to be used for pest control treatment shall be safe for human beings and shall not have any detrimental effect on such materials and that should be non-staining.
10. The contractor shall take all safety precautions. In connection with pest control works as per Standard Government guidelines with due regards to chemical and fire hazard and they shall be held responsible and liable for any laxity in this regard.

11. The agency shall bear all incidental charges for cartage, storage & safe custody of materials damage due to sun, rain, dampness, fire, theft etc.
12. The firm should have appropriate Pest Control/Insecticide/Chemicals & Poison for the purpose of pest control and the copy of license should be produced along with the Tender.
13. The bidder should have a valid license to stock and use of permissible pesticides/insecticides for commercial pest control operation.
14. The firm should follow the directives of Govt. health authorities/WHO for the pest control treatments.
15. The materials/chemicals used and /or incorporated into the work shall be and strictly conforming to specifications, as per latest Indian Standard code of practice for Anti termite measure in building ( IS 6313 part 3).





# **PART – A**

**NOTICE INVITING TENDER, TENDER FORM, SCHEDULES - A  
TO F FOR MAJOR COMPONENT OF WORK AND STANDARD  
GCC FOR (CONSTRUCTION WORK) AMENDED/ MODIFIED UP  
TO LAST DATE OF TENDER SUBMISSION**



## **CPWD-6 FOR TENDERING**

**1. Percentage Rate bids** are invited on behalf of IIM Kashipur from approved and eligible contractors of CPWD/PWD in appropriate class of Composite/Building category for the work of Anti-termite treatment work at IIM Kashipur, Uttarakhand and having experience for execution of **similar works** in any Govt organization i.e. 3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender the last 5 years ending previous month. The experience certificate shall be signed by the Executive Engineer or equivalent ranked officer.

**Similar works means post construction Anti-termite treatment work.**

*The Enlistment of the contractors in CPWD/PWD should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.*

- 1.1. The work is estimated to cost **Rs.738057/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidder on prescribed Form No. **CPWD 7** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 2 months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. **The site for the work is available.**
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website <http://www.iimkashipur.ac.in/> free of cost.
6. *Copy of Declaration on EMD in the given format. (Form-G) in lieu of EMD shall be submitted to the IIM Kashipur by the intending bidder up to the specified bid submission date and time.*

*Copy of Enlistment Order and other documents as specified in the bid document shall be printed to the tendering within the period of bid submission.*

*However, certified copies of all the documents as specified in the bid document shall have to be submitted by the lowest bidder only along with a Declaration on EMD in given format. (Form-G) in lieu of EMD submitted within a week physically in the office of tender opening authority.*

*bid documents submitted by intending bidders shall be opened only by those bidders, whose Declaration on EMD in given format. (Form-G) in lieu of EMD and other documents are found in order* **The bid submitted shall be opened at 03:30 PM on 28 November 2022.**

7. **The bid submitted shall become invalid and the tender processing fee shall not be refunded if:**
- (i) **The bidder is found ineligible.**
  - (ii) **The bidder does not submit copies of all the documents (including GST registration OR Undertaking in lieu of GST registration) as stipulated in the bid documents including the copy of Declaration on EMD in the given format. (Form-G) in lieu of EMD.**
  - (iii) If any discrepancy is noticed between the documents as submitted at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
  - (iv) If a tenderer quotes nil rates against each item-on-item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as a lowest tenderer.
8. *The contractor whose bid is accepted will be required to furnish a performance guarantee of 5% (Five Percent) of the accepted tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case the guaranteed amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form .In case the Bidder fails to deposit the said performance guarantee within the period as indicated in schedule 'F' including the extended period if any, tender shall be canceled and tenderer shall be suspended for one year and shall not be eligible to bid for IIM tenders from date of issue of the suspension order.*  
**The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident fund code no. if applicable**
9. *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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The 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 bid 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 IIM Kashipur and local conditions and other factors having a bearing on the execution of the work.*
10. The competent authority on behalf of the IIM Kashipur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of the conditional rebate is put forth by the bidders shall be summarily rejected.
11. *Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.*

12. The competent authority on behalf of the IIM Kashipur reserves to himself 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.
13. The contractor shall not be permitted to bid for works in the IIM Kashipur, responsible for award and execution of contracts, in which his near relative is posted as Director, CAO, SPO, FA cum CAO or as an officer in any capacity between the grades of Junior Engineer and above. 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 gazette officer in IIM Kashipur. Any breach of this condition by the contractor would render him liable to be banned from working in IIM.
14. No Engineer of Gazette Rank or other Gazette Officer employed in Engineering or Administrative duties in an Engineering Department of the IIM Kashipur is allowed to work as a contractor for 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 canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
15. The bids for the work shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids further.
  - (i) ***If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department, after the last date of submission of bid, then the IIM Kashipur shall, without prejudice to any other right or remedy, be at liberty to suspend tenderer for one year and shall not be eligible to bid for IIM Kashipur tenders from date of issue of the suspension order.***
16. This notice inviting Bids shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
  - (i) The Notice Inviting Bid, all the documents including additional conditions, specifications, and drawings, if any, forming part of the bid as uploaded 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.
17. Standard **CPWD Form-7**, The bid document will include the following three components:
  - Part A:** CPWD-6, CPWD-7 including schedule A to F for Major components of the work and Standard General Conditions of Contract for CPWD 2020 (Construction work) as amended/ modified up to the last date of submission of a bid.
  - Part B:** General/Special Conditions, Specification, and Schedule of Quantities applicable to Major components of the work.
  - Part C:** Schedule A to F for minor components of the work. (*Competent authority under clause 2 and clause 5 shall be the same authority as mentioned in schedules A to F for major components*). General/Specific conditions, Specifications, and Schedule of Quantities applicable to Minor component(s) of the work.
    - i. *The eligible bidders shall quote rates for all items of major components as well as for all items of minor components of work.*
    - ii. *After acceptance of the bid by competent authority, the EE in charge of major components of the work shall issue a letter of award on behalf of the IIM*

*Kashipur. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major components and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor components. EE of major components will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.*

- iii. Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement*
- iv. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.*

**20.1.12A. 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 the Engineer-in-charge of major components after record of the completion certificate by the Engineer-in-charge of all other minor components.**

20.1.12B. Final bill of the whole work shall be finalized and verified by Engineering IN charge.

Signature of the Executive Engineer,

**For and on behalf of IIM**



## INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR

### PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

#### **Tender for the work of Anti-termite treatment work at IIM Kashipur, Uttarakhand**

To be uploaded by **15:00 Hrs. on 28 October 2022** on website: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in)

To be opened in the presence of tenderers who may be present at **15:30 Hrs. on 28 November 2022** - at the Main Gate, **IIM Kashipur Uttarakhand.**

### TENDER

I/We have read and examined the notice inviting tender, schedule-A, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of the contract, Special conditions, Schedule of Rate & other documents, and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the IIM Kashipur within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions & in clause 11 of 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 tender open for **Thirty (30) days** from the date of its opening and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed performance guarantee within the prescribed period, then I/we shall be suspended for one year and shall not be eligible to bid for IIM Kashipur tenders from the date of issue of the suspension order. Further, if I/We fail to commence work as specified, I/We agree that IIM Kashipur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty 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 clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of 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 executed through another agency on a back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in IIM Kashipur in future forever. Also, if

such a violation comes to the notice of the Department before the date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Performance Guarantee.

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

**Dated:**

**Signature of Contractor**

**Postal Address:**

**Witness:**

**Address:**

**Occupation:**

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the IIM Kashipur for a sum of Rs.....(Rupee. ....).

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

- (a) .....
- (b) .....
- (c) .....

(For & on behalf of IIM Kashipur)

Dated: .....

Signature.....

Designation.....



## PROFORMA OF SCHEDULES: A TO F

### SCHEDULE 'A'

Schedule of quantities: (for Civil Works: As per sheets attached)

### SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any: Nil

### SCHEDULE 'E'

**Reference to General Conditions of Contract:** General Conditions of Contract-2020 (**Construction works**) as amended/modified up to the last date of submission of Tenders.

**Name of Work:** Anti-termite treatment work at IIM Kashipur, Uttarakhand

**Estimated cost of work:**           **Total Estimated cost: Rs. 7,38,057/-**

(i)	Earnest Money	<b>15,000/-</b>
(ii)	Performance Guarantee	<b>5% of tendered value</b>
(iii)	Security Deposit	<b>5% of tendered value</b>

### Special Condition of Contract

#### General

1. The contents of special conditions take precedence over the general 'Clauses of Contract.
2. If the lowest bid is seriously unbalanced or front loaded in the opinion of the institute, the institute may require the bidder to produce detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of those prices with the construction method and schedule proposed. After evaluation of the price analysis the institute may require that the performance bank guarantee be increased at the expense of the bidder to a level sufficient to protect the institute against financial loss in the event of default of the successful bidder under the contract.
3. The following clauses of the contract under the "Conditions of contract" are amended as under:

Schedule – F

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender      The Director, IIM Kashipur,  
Kundeshwari, Kashipur,  
Dist. Udhan Singh Nagar,  
Uttarakhand,

Definitions:-		
2 (V)	Engineer-in-Charge	The Executive Engineer (Civil), IIM Kashipur
2 (Viii)	Accepting Authority	The Director, IIM Kashipur,
2 (X)	Percentage on cost of material and labour to cover all overheads and profits	15%
Clause 1		
	Time allowed for submission of performance guarantee from the date of issue of letter of acceptance	15 Calendar days
	Maximum allowable extension with late fee @ 1% per day of Performance Guarantee amount beyond the period provided in (i) above (1-15 Days)	7 Calendar days
Clause 2		
	Authority for fixing compensation under clause 2	Engineer-in-Charge
Clause 2A	Whether clause 2A shall be applicable	Yes
Clause 5		
	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 Calendar days
<b>Table of Milestone:- As per Table Given below</b>		

S.No.	Description of Milestone (Physical)	Time Allowed in Days (From date of start)	Amount to be withheld in case of non-achievement of milestone (Percentage of bid amount)
	-----NIL-----		

Time allowed for execution of work		2 Months for Date of LOA
<b>Authority to decide</b>		
Extension of time:		Chief Engineer
Re-scheduling of time		Chief Engineer
Shifting of date of start in case of delay in handing over of site		Chief Engineer
Validity of the tender		90 days from the last submission date
Retention Money (Security Deposit)		5 % of the Bid Amount
Date of Commencement		7 days from the date of Letter of Acceptance
Defects liability period/Warranty		24 Months from date of Virtual completion Certificate
Performance Guarantee		5% of Contract Amount to be submitted as Bank Guarantee within 15 days of receipt of Letter of Intent / acceptance (valid up to one month after the completion period of the contract / extended period if permitted). This Performance Guarantee shall be returned within one month after work completion Period (or its extension) with satisfactory work.
Release of Retention Money (Security Deposit)		After satisfactory completion of the defect liability period of Two year
Compensation for delay		5 % (Five Percent) per month of delay to be computed on per day basis and imposed over contractor if it is attributable to it
Limit of Compensation for delay		10% of the contract value
Documents to be submitted by contractor for initial payment		Performance Bank Guarantee, agreement, any document required by Engineer-in-charge
Taxes, Levy, Duty, Octroi, GST, etc. (existing at the scheduled date and time of bid submission)		All are included in quotation provided by bidder.
Taxes, Levy, Duty, Octroi, GST, etc. (change in taxes after scheduled date and time of bid submission)		Recoverable or payable as applicable, after submission of adequate proof of imposition and payment of taxes by contractor; to the satisfaction of Engineer-in-charge of IIM Kashipur`
Sample approval, Pre-dispatch / Stage Inspection & Insurance cost		Cost included in the quotation provided by bidder. <input type="checkbox"/> Sample approval by IIM Kashipur or its authorized representative is must before procurement <input type="checkbox"/> Material when delivered shall be inspected with approved sample for acceptance
Clause 10 CA	Whether clause 10CA shall be applicable	Not Applicable
Clause	Clause 10CC to be applicable in	Not Applicable

10 CC	contracts with stipulated period of completion exceeding the period shown in the next column	
Clause 11	Specification to be followed	CPWD specification and relevant IS code for maintenance
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor	No tools/equipment shall be issued to contractor by IIM Kashipur
Clause 25	Constitution of Dispute Redressal Committee (DRC)	
S.No.	Designations	
1	Conciliator	Director, IIM Kashipur
2	Arbitrator Appointing Authority	Director, IIM Kashipur
3	Place of Arbitration	Kashipur, US Nagar, Uttarakhand
Clause 38	Theoretical consumption of material	Not Applicable
Clause 41	Release of Security deposit after labour clearance	Not Applicable
<b>Addendum for GCC</b>		
	<b>Terms used in GCC</b>	<b>To be read as below in IIM Kashipur's prospective</b>
1	President	Director
2	President of India	Director of IIM Kashipur
3	CPWD	To be read as IIM Kashipur if it is referred as department.
4	Government	Government/ IIM Kashipur as the case may be
5	The officer above Chief Engineer level	Director or its authorized representative.

## **INTEGRITY PACT**

To,

### **All Bidders**

**Subject:** NIT No **IIMKASHIPUR/PROJECT/NIT/02/2022-23 DATED-28<sup>th</sup> October 2022** for the work:  
**Anti-termite treatment work at IIM Kashipur, Uttarakhand**

Dear Sir,

It is hereby declared that IIM Kashipur is committed to follow the principle of transparency, equity, and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Kashipur.

Yours faithfully

Executive Engineer-IIM Kashipur

To,

Executive Engineer- IIM Kashipur,  
Uttarakhand.

**Subject: IIMKASHIPUR/PROJECT/NIT/02/2022-23 DATED- 28 October , 2022 for the work: Anti-termite treatment work at IIM Kashipur, Uttarakhand**

Dear Sir,

I/We acknowledge that IIM Kashipur is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Kashipur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Kashipur shall have the unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED  
TO SIGN THE RELEVANT CONTRACT WITH CPWD**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20.....

**BETWEEN**

Director IIM represented through Executive Engineer- IIM Kashipur (Address of Division) , (Hereinafter referred as the ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

**AND**

..... (Name and Address of the Individual / firm/ Company)  
..... through ..... (Hereinafter referred to as the (Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**PREAMBLE:**

WHEREAS the Principal / Owner has floated the Tender (**NIT No. IIMKASHIPUR/PROJECT/02/2022-23 DATED- 28<sup>th</sup> October 2022**) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for **Anti-termite treatment work at IIM Kashipur, Uttarakhand** hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows, and this Pact witness as under:

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

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

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly



could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **ARTICLE 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **ARTICLE 4: Previous Transgression**

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor, 15 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

#### **ARTICLE 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

**ARTICLE 8: LEGAL AND PRIOR RIGHTS**

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

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

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

.....  
 (For and on behalf of IIM Kashipur)

WITNESSES:

Date:

1. ....

(Signature, name and address)

Place:

2. ....

(Signature, name and address)

**Format for Earnest Money Deposit Declaration by the Agency**

**(To be given on Ten Rupees Non-Judicial Stamp paper duly notarized)**

Whereas I/we..... (Name of agency) have submitted bids for **Anti-termite treatment work at IIM Kashipur, Uttarakhand** I/We hereby submit the following **declaration** in lieu of submitting Earnest Money Deposit.

*(1) If after the opening of bid, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,*

**OR**

*(2) If, after acceptance of the bid, I/we fail to submit performance guarantee before the deadline as defined in the NIT / bid document,*

I/we shall be suspended **from bidding, making me/us** ineligible to bid for IIM Kashipur tenders **all over India for a period of one year from the date of issue of the order stating so and issued under the authority of Executive Engineer of this work.**

**Signature of the contractor (s)**

**Name of Agency with complete address & email ID**

**Note: Executive Engineer shall initiate issue of show cause notice to the contractor who has violated Earnest Money Deposit Declaration within 15 days of violation by the contractor and his decision (to be taken within 60 days of violation by the contractor) thereof shall be final and binding on the contractor.**

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

**(BANK GUARANTEE BOND)**

In consideration of the IIM Kashipur having offered to accept the terms and conditions of the proposed agreement between..... and ..... (hereinafter called “the said contractor(s)”) for the work ..... (hereinafter called “the said agreement ”) having agreed to production of an irrevocable Bank Guarantee for Rs. .... (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 the Government an amount not exceeding Rs. .... (Rupees ..... only) on demand by the Government.
2. We, ..... (indicate the name of the bank) .....do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed as 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 Rs. ....(Rupees ..... only).
3. We, the said bank, further undertake to pay to the government 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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the bank) .....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Kashipur 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 IIM Kashipur 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 the bank) .....further agree with the IIM Kashipur that the IIM Kashipur 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 government against the said contractor(s) and to forbear 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 IIM Kashipur or any indulgence by the IIM Kashipur 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 IIM Kashipur in writing.
8. This guarantee shall be valid up to ....., unless extended on demand by the IIM Kashipur. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(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 .....

Seal & Signature with Name & Address

For ...(indicate the name of the bank) ...

# **PART – B**

**GENERAL/SPECIAL CONDITIONS, PARTICULAR SPECIFICATIONS AND SCHEDULE OF QUANTITIES FOR MAJOR COMPONENT OF WORK.**

## GENERAL CONDITIONS

1. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under “Conditions of Contract” given in standard CPWD Contract form may be read as the following:
  - (i) **Nomenclature of items as per Schedule of Quantities**
  - (ii) **General, Special Conditions and Particular Specifications as provided forming part of the tender document.**
  - (iii) **CPWD Specifications with up-to-date Correction slips**
  - (iv) **Architectural/Structural drawings**
  - (v) **Indian Standard Specifications of BIS**
  - (vi) **National Building Code - 2016**
  - (vii) **Manufacturer’s specifications.**
  - (viii) **Sound Engineering Practices**
  - (ix) **Decision of Engineer-in-charge**

A reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to the last date of receipt of tenders. The Contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

2. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available etc. before quoting his rates and no claim on this account shall be entertained by the department.
3. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account and the quoted rates shall be deemed to be inclusive of all such activities.
4. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of building/adjacent properties.
5. Some restrictions may be imposed by the security agencies /client on the working and on movement of labour, materials etc in the campus/site and may require to issue identity cards to all persons authorized by the contractor to do work / visit the work site. ***The contractor shall be bound to follow all such restrictions / instructions and no claim whatsoever on this account will be entertained. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.at no extra cost.***
6. ***The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference benchmark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials, working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.***
7. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.



8. *The contractor shall deploy adequate resources e.g. manpower, labour, T&P, Plant & Equipment etc. as per actual requirement of work. No damages/compensation shall be payable on account of idle manpower, labour, T&P, Plant and Equipment and loss of profit etc. for whatsoever reason.*
9. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs including **all heights/depths, leads and carriages involved** in the execution of the item.
10. *The contractor (s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically specified otherwise.*
11. *The rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, rain water, surface drainage or due to any other reason including surface and sub-soil water etc. and shall apply to the execution in any season.*
12. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (FPS units wherever indicated are for guidance only).
13. *Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be inclusive of all costs & taxes and shall apply to all leads and lifts and nothing extra shall be payable on this account.*
14. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
15. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
16. The Contractor shall bear all incidental charges for **all type of cartridge/carriage upto execution site**, storage and safe custody of materials issued by department/arranged by the contractor.

#### 47.0 **Quality Assurance**

47.1 The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.

#### 49.3 **PRESERVE AND PROTECT LANDSCAPE DURING CONSTRUCTION**

49.3.1 The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.

49.3.2 The contractor shall take steps to protect trees or saplings identified for preservation within the construction site using tree guards of approved specification.

49.3.4 The contractor shall avoid cutting and filling in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees

or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.

49.3.5 The contractor shall ensure that maintenance activities during construction period shall be performed as needed to ensure that the vegetation remains healthy.

49.3.8 The contractor shall provide potable water for all workers.

49.3.10 The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall ensure the following activities to prevent air pollution during construction:

- (i) Clear vegetation only from areas where work will start right away
  - (ii) Vegetate / mulch areas where vehicles do not ply.
  - (iii) Apply gravel / landscaping rock to the areas where mulching / paving is impractical
  - (iv) Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce the source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 - 20%
  - (v) Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulates. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged.
  - (vi) Water spraying shall be done on:
    - (a) Any dusty materials before transferring, loading and unloading
    - (b) Area where demolition work is being carried out
    - (c) Any unpaved main haul road
    - (d) Areas where excavation or earth moving activities are to be carried out
  - (vii) The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.
  - (viii) All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.
  - (ix) Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / leaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas
- 49.3.11 Contractor shall be required to provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals.

- 49.3.12 The contractor shall ensure that no construction leachate (e.g. cement slurry etc.), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).
- 49.3.14 The contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety, National Building code -2016 Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistants with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.
- 49.3.15 The contractor shall ensure the following activities for construction workers safety, among other measures:
- (i) Guarding all parts of dangerous machinery.
  - (ii) Precautionary signs for working on machinery
  - (iii) Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
  - (iv) Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
  - (v) Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
  - (vi) Provide protective equipment; helmets etc.
  - (vii) Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
  - (viii) Provide sufficient and suitable light for working during night time.
- 49.3.16 The storage of material shall be as per standard good practices as specified in Part 7, Section 3. Storage, stacking and Handling practices, NBC 2016 and shall be to the satisfaction of the Engineer in Charge to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipment with proper access and proper maneuverability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipment at different stages of construction shall be considered.

- 49.3.17 The contractor shall provide for an adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labeled in both Hindi and English with suitable symbols.
- 49.3.18 The contractor shall prepare and submit spill prevention and control plans before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose of the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.
- 49.3.21 Where possible, the contractor shall select materials/vendors, harvested and manufactured regionally.
- 49.3.23 The contractor shall ensure that neat and deep cleaning of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.
- 49.3.24 Contractor shall make efforts to reduce the quantity of indoor air contaminants that are odorous or potentially irritating harmful to the comfort and well-being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers used must not exceed the VOC content limits mentioned below:
- 49.3.25 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with IGBC LEED India New Construction v1.0 & GRIHA / or equivalent of GHAR, CPWD program standards and guidelines. Towards meeting the aforementioned building environmental rating standard(s) expert assistance shall be provided to him up on request.
- 49.3.26 Water Use during Construction
- Contractor should spray curing water on the concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar bunds.
- 49.3.27 The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well formed heaps at properly selected places, keeping in view safe conditions for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitably covered. Glass & steel should be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during the day. In case of poor visibility artificial light may be provided.

49.3.28 The contractor shall provide O & M Manuals wherever applicable.

#### 49.6 CONSTRUCTION WASTE

- (a) All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type. Employ measures to segregate the waste on site into inert, chemical, or hazardous wastes.
- (b) No construction debris shall be taken away from the site, without the prior approval of the Engineer in Charge.
- (c) The contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos.
- (d) If and when construction debris is taken out of the site, after prior permissions from the Engineer in Charge, then the contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping sites.

#### **Clause 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

**PART A- SCHEDULE OF QUANTITIES (Civil Work)**

Name of work: Anti-termite treatment work at IIM Kashipur, Uttarakhand

Indian Institute of Management Kashipur					
Project & Maintenance Department					
Sub:- Supply and providing Anti termite treatment in FRES at IIM Kshipur, Uttrakhand					
S.N O	Description	Quantit y	Unit	Estimated Rate	Total
1	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyriphos emulsifiable concentrate of 20%	1265	litre	200.9	254138.5
2	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) Along external wall where the apron is not provided using chemical emulsion @ 7.5 litres / sqm of the vertical surface of the substructure to a depth of 300mm including excavation channel along the wall & rodding etc. complete. With Chlorpyriphos E.C. 20% with 1% concentration	1075	mtr	32.3	34722.5
3	Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole : 1 With Chlorpyriphos E.C. 20% with 1% concentration	6000	mtr	35.375	212250
4	Treatment at points of contact of wood work by chemical emulsion Chlorpyriphos (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.	920	Mtr	257.55	236946
Total					<b>738057</b>

I/We hereby quote my/our rates as single percent, Below/At Par/Above, for all the above items as follows.

1) Rate in figures.....% Below/At Par/Above.

2) Rate in Words.....% Below/At Par/Above.

Note:- The Contractor has to give single percentage for all above items If the different percentage is given by the contractor for the different items, the rates will not be dictated and tender will be treated as cancelled.

Signature of Contractor

Name full address

## **RENOVATION CERTIFICATE**

**NAME OF WORK: Anti-termite treatment work at IIM Kashipur, Uttarakhand**

I hereby give my willingness to work as a contractor for the specialized work of “\_\_\_\_\_” in the above-mentioned work. I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also, I will engage a full time technically qualified supervisor/engineer for the work. I will attend inspections of officers of the department as and when required.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

[Signature of the Contractor]

[Stamp with Address]