



Kamla Nehru Institute of Technology
Sultanpur-228118 (U.P.) Phone: 05362-240454

No: KNIT/279/05/2019

Date: 04.12.2019

Notice Inviting Tender

1. The Registrar on behalf of Director, KNIT Sultanpur invites the Percentage rate bids from the eligible and approved Contractors registered for A Class Contractor Category in State/Central Govt. organizations such as PWD/ Irrigation/ Awas Evam Vikas Parishad/ Railways/ CPWD or in reputed University/ Institution in Civil Works. Bid document with detailed terms and conditions is available on the institute website www.knit.ac.in.

S. N.	Name of Work	Estimated Cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Bid Documents (Rs.)	Time of Completion
1	2	3	4	5	6
1	Civil Maintenance Works	9,77,000.00	19,540.00	1000.00 (Inclusive of GST)	90 days

2. Bids must be accompanied by EMD of the amount specified for the work in the column 4 of the above table through Internet Banking/ NEFT/ RTGS in respect of Account Number: 3914000100002668, IFSC Code: PUNB0391400, Bank Name: Punjab National Bank payable at Sultanpur (U.P.), in favour of Director, Kamla Nehru Institute of Technology, Sultanpur (U.P.).
3. Bids must be accompanied by non-refundable Bid document fee as indicated in Column 5 of the above table through Internet Banking/ NEFT/ RTGS in respect of Account Number: 3914000100002668, IFSC Code: PUNB0391400, Bank Name: Punjab National Bank payable at Sultanpur (U.P.), in favour of Director, Kamla Nehru Institute of Technology, Sultanpur (U.P.).
4. **List of Important Dates**
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|-----|--|---|
| (a) | Period of downloading of Bidding Documents | 07.12.2019 - 16.12.2019 upto 1:00 PM. |
| (b) | Deadline for Receiving Bids | 16.12.2019 , 02:00 PM. |
| (c) | Time and Date for opening Technical Bids. | 16.12.2019 , 03.00 PM. |
| (d) | Time and Date of opening Financial Bids | Shall be intimated to the firms. |
| (e) | Completion Period for work | 90 days |
| (f) | Defect Liability period | 1 Year |
| (g) | Bid validity Period | 90 days after the deadline date for bid submission. |

Instructions to Bidders (ITB)

1. Scope of Bid

The Employer as defined in the ITB invites bids for the 'Civil Maintenance Works' as described in the documents and referred to as "the works". The successful Bidder will be expected to complete the Works by the Intended Completion Date. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tender, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Qualification of the Bidder

2.1. All bidders shall provide forms of Bid and qualification information and supporting documents with the bid as necessary:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- b) The Bidder must have at least Rs. 25 Crores cumulative financial turn-over in the last Three years and out of which at least 50% must be in Government and Government undertaking;
- c) In addition to clause 2.1(b), the bidder must have executed one similar work costing not less than amount equal to 80% of estimated cost or two similar works each costing not less than amount equal to 50% of estimated cost or three similar works each costing not less than amount equal to 40% of estimated cost during the last Five financial years.
- d) Experience in works of a similar nature over the last Five years (Attach certificate from Engineer in-charge);
- e) sub-contractors and firms involved;
- f) Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc.;
- g) An undertaking for Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 % of the contract value) certified by banker.
- h) Name, address, Email, telephone numbers of banks that may provide references if contacted by the Employer;
- i) Information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- j) Each Character Certificate (Form T4)
- k) Affidavit (Form T6)
- l) bidder must produce Income Tax Return for last 3 years;
- m) Copy of GST registration Certificate/ Copy of PAN

2.2. Bids from joint venture are not allowed

2.3. Sub contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in clause 2.1 (b&c) above.

2.4. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

3. One Bid per Bidder

Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

5. Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, etc. and obtain all information that may be necessary for preparing the Bid and entering into this contract.

6. Content of Bidding Documents

6.1. The set of bidding documents comprises the documents listed:

I. Notice Inviting Tender

II. Instructions to Bidders

III. Qualification Information

IV. Conditions of Contract

V. Bill of Quantities

VI. Forms of Bid, Forms of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

6.2. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. The bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

7. Clarification of Bidding Documents and Pre-bid Meeting :

7.1. A prospective bidder requiring any clarification of the bidding document may notify the employer in writing at the employer address indicated in the Notice inviting tenders.

7.2. If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested to submit any questions in writing so as to reach the employer not later than one day before the meeting. Any modifications of the bidding documents listed which may become necessary as a result of the pre-bid meeting shall be made by the Employer and uploaded on the website of the Institute. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

8. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda online. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

9. Documents Comprising the Bid

9.1. The Bid submitted by the Bidder shall be in two separate parts:

Part I : This shall be named Technical Bid and shall comprise of:

I. Earnest money

II. Authorized Address and contact details of the bidder having the following information:

Address of communication:

Telephone No.(s): Office:

Mobile No.:

Email:

Aadhar No.:

- III.** Qualification information, supporting documents, affidavit and undertaking, Any other information/ documents required to be completed and submitted by bidders, as specified in the ITB, and

Part II. It shall be named Financial Bid and shall comprise of Priced bill of quantities;

- 9.2.** Each part shall be separately submitted.

10. Bid Prices

- 10.1.** The Contract shall be for the whole Works, based on the priced Bill of Quantities submitted by the Bidder.
- 10.2.** All duties, taxes, royalties and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 10.3.** The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment.
- 10.4.** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

11. Bid Validity :

- 11.1.** Bid validity period is mentioned in Notice Inviting Tender.
- 11.2.** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

12. Earnest Money

- 12.1.** The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the NIT.
- 12.2.** Give the Bank account details in which the EMD will be refunded.

12.3. The Earnest Money may be forfeited:

- a)** if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity
- b)** in the case of a successful Bidder, if the Bidder fails within the specified time limit to
- i.** Sign the Agreement; and/or
 - ii.** Furnish the required Bid Security.

13. Alternative Proposals by Bidders will be rejected as non-responsive.

14. Format and Signing of Bid

- 14.1.** The Bidder shall submit one set of the bid comprising of the documents 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 Bid shall be signed by the person or persons signing the Bid.
- 14.2.** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

15. Late Bids ;

No provision/ consideration on late bid/bids submission.

16. Bid Opening

- 16.1.** The Employer will open the bids received in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.
- 16.2.** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 16.3.** At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

17. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

18. Examination of Bids and Determination of Responsiveness

- 18.1.** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria and qualification information; (b) has been properly signed; (c) is accompanied by the required Tender fee and EMD; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities.
- 18.2.** A substantially responsive "Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 18.3.** If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between the rates in figures and in words the rates in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 19.1.** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited.

20. Evaluation and Comparison of Bids

- 20.1. The Employer will evaluate and compare only the bids determined to be substantially responsive.
- 20.2. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the working methods and schedule proposed.
- 20.3. There will be no price preference to any bidder.

21. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

22. Employer's Right to accept any Bid and to reject any or all Bids

- 22.1. The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
- 22.2. Failure of the successful Bidder to comply with the criteria of Bid Security shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under this Institute for one year.

23. Bid Security

The successful Bidder has to deposit **total security of 10%** of the contract value. This security deposit will be made up of two components. **First component of 5%** will have to be deposited within 15 days after submission of the letter of Acceptance and this will be refunded to the contractor within 15 days of completion of the defect liability period. This component of security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in favour of Director, KNIT Sultanpur from a scheduled commercial Bank and valid until a date 45 days after the date of expiry of Defect Liability Period . **The remaining 5%** will be deducted from the running bill of the contractor and this will be refunded to the contractor 15 days after the completion of the Work.

24. Corrupt or Fraudulent Practices

The Employer requires the bidders/ Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Conditions of Contract (COC)

1. Definitions

Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid. The **Completion Date** is the date of completion of the Works as certified by the Engineer.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body who's bid to carry out the Works, including routine maintenance, has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The **Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance, The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

2. Engineer's Decisions

- a. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is

required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

- b. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

3. Employer's and Contractor's Risks:

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks.

a. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

b. Contractor's Risks

All risks of loss of 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 excepted risks, referred to in clause 7.1, are the responsibility of the Contractor.

4. Insurance

- a. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a. loss of or damage to the Works, Plant and Materials;
 - b. loss of or damage to Equipment;
 - c. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d. Personal injury or death.
- b. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
 - c. The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
 - d. (a) Personal injury or death.
(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.
 - e. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
 - f. Both parties shall comply with any conditions of the insurance policies.

5. Site Investigation Reports

The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

6. Contractor to Construct the Works

- a. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

- b. The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

7. The Works to be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

8. Approval by the Engineer

- a. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- b. The Contractor shall be responsible for design of Temporary Works.
- c. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- d. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- e. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

9. Safety :

The Contractor shall make all arrangements for safety. The contractor shall be responsible for the safety of all activities on the Site.

10. Possession of the Site :

The Employer shall handover complete or part possession of the site to the Contractor.

11. Access to the Site

The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/ persons/ agency authorized by The Engineer or The Employer.

12. Instructions

The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

13. Dispute Redressal System

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

14. Procedure for Resolution of Disputes

- a. The Competent Authority shall give a decision in writing within 45 days of receipt of a notification of a dispute.
- b. Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.
- c. Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

15. Program

- a. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for Works.
- b. The Contractor shall submit to the Engineer for approval an updated Programme at intervals of 60 Days no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- c. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

16. Extension of the Intended Completion Date

- a. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- b. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

17. Management Meetings

- a. The Prof. In charge Maintenance may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- b. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

18. Identifying Defects

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

19. Correction of Defects noticed during the Defect Liability Period

- a. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- b. Every time notice of Defect/ Defects is given, the Contractor shall correct the notified Defect/ Defects within the duration of time specified by the Engineer's notice.
- c. **The Request for Information (RFI) system will be followed for execution of work.**

20. Uncorrected Defects

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

21. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

22. Payments for Variations

- a. If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- b. If the rate for Variation item cannot be determined in the manner specified above, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

23. Cash Flow Forecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

24. Payment Certificates

- a. The payment to the contractor will be as follows for the building work:
 - i. The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by UP. P.W.D.
 - ii. The value of work executed shall be determined, based on measurements by the Engineer.
 - iii. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
 - iv. The value of work executed shall also include the valuation of Variations and Compensation Events.
 - v. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

25. Payments

- a. Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.
- b. The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.
- c. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

26. Compensation Events

- a. The following shall be Compensation Events unless they are caused by the Contractor:
 - a. The Engineer orders a delay or delays exceeding a total of 30 days.
 - b. The effects on the Contractor of any of the Employer's Risks.
 - b. If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

27. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

28. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

29. Completion of Work

The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

30. Taking Over :

The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

31. Termination

- a. The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- b. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - i. The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.
 - ii. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - iii. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - iv. the Contractor does not maintain a Security, which is required;

- v. the Contractor fails to provide insurance cover as required;
- vi. If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement\ process or in Contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- vii. If the Contractor has not completed at least thirty percent of the value of Building work. Work required to be completed after half of the completion period has elapsed;
- viii. Any other fundamental breaches as specified in the Contract Data.
 - c. **Notwithstanding the above, the Employer may terminate the Contract for convenience**
 - d. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

32. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left unrecovered it will be a debt payable to the Employer.

33. Property

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

34. Releases from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

35. Labour

- a. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- b. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such for and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

36. Compliance with labour regulations

During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to COC. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

37. Drawings and Photographs of the Works :

The contractor shall do photography/ video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

38. The Apprentices Act 1961 :

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

39. Criminals are prohibited from bidding

- a. Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Gunda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
- b. The bidder has to produced character certificate, self decoration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.
- c. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for the qualification. Attach additional pages as necessary.

1. (Form-1) Individual Bidders

Constitution or legal status of Bidder Place of registration: Principal place of business:	Attach Copy
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2. (Form-2) Experience in works of a similar nature over the last Five years from the Executive Engineer or equivalent. Attach certificate from the Engineer-in-charge.

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

3. (Form-3) Proposed sub-contractors and firms involved for construction.

Sections of the Works	Value of Sub contract	Sub-contractor (name and address)	Experience in similar work

Note: The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

4. (Form-4) Financial reports for the last 3 years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

5. (Form-5) Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 % of the contract value) certified by banker (the certificate being not more than 3 months old.). List below and attach copies of support documents.

6. (Form-6) Name, address, telephone, and Email ID of banks that may provide references if contacted by the Employer.

7. (Form-7) Information on current litigation in which the Bidder is involved.

Name of other party(s)	Cause of dispute	Litigation where (Court/ arbitration)	Amount involved

(Form-8)

T-4

कार्यालय जिला मजिस्ट्रेट.....

चरित्र प्रमाण-पत्र

1. आवेदन का नाम श्री/श्रीमती.....
2. पिता/पति का नाम श्री.....
3. आयु.....
4. शैक्षिक योग्यता.....
5. व्यवसाय.....
6. पता-
(अ) स्थाई पता दूरभाष सहित.....
(ब) अस्थायी पता दूरभाष सहित.....
7. अपराधिक मुकदमों का विवरण.....

पासपोर्ट
साइज का
नवीनतम
फोटोग्राफ

(व्यक्ति के विरुद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असामाजिक कार्यों का विवरण दिया जाय। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाय। यदि लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गैंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जाँच करने के बाद ही प्रमाण-पत्र निर्गत किया जाय और इसका उल्लेख इस कालम में अवश्य किया जाये)

8. सामान्य ख्याति.....

9. प्रमाण-पत्र:-

मेरे द्वारा श्री..... के कार्य और आचरण तथा चरित्र के संबंध में पूरी तथ्यात्मक जानकारी कर ली गई है। इनके विरुद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गई है। सभी तथ्यों की जानकारी के पश्चात् मैं प्रमाणित करता हूँ कि श्री..... का कार्य और आचरण तथा चरित्र उत्तम है और इनके लोक निर्माण विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार का कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती है।

दिनांक.....

हस्ताक्षर
जिला मजिस्ट्रेट/कलेक्टर
(मुहर सहित)

नोट:-

1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व यह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. संबंधित व्यक्ति से स्वघोषण शपथ-पत्र भी ले सकते हैं।
4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
5. इन प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।
7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति (वर्षिबम बवचल) वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकार्ड रहे।
8. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

(Form-9)

T-6

शपथ-पत्र

पासपोर्ट
साइज का
नवीनतम
फोटोग्राफ

मैं.....पुत्र श्री..... निवासी (स्थायी पता).....(अस्थायी पता)

.....का निवासी हूँ। मैं शपथपूर्वक निम्न घोषणा करता हूँ।

1. मैं लोक निर्माण विभाग का ए श्रेणी का पंजीकृत ठेकेदार हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं संस्थान के कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. संस्थान द्वारा जो (कार्य का विवरण लिखा जाय).....कराने की निविदा निर्गत की गई है उसके के लिये मैं निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण पत्र, चरित्र प्रमाण पत्र/ आयकर प्रमाण पत्र/व्यापार कर प्रमाण पत्र/बीड सेक्योरिटी प्रमाण पत्र/बीड कैपिसिटी प्रमाण पत्र/जमानत धनराशि आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूलरूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं०हैं। (आयकर विभाग द्वारा प्रदत्त प्रमाण?? पत्र संलग्न किया जाए।)
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाए।
 - i. मुकदमा नम्बर
 - ii. धारार्ये
 - iii. थाना.....
 - iv. जनपद.....
 - v. न्यायालय (जहाँ मुकदमा चल रहा है).....
6. मैं लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असमाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असमाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।
9. मैं अनुबन्ध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूँगा और विभाग को पूरा सहयोग प्रदान करूँगा। राजपत्रित अधिकारी द्वारा प्रमाणित पासपोर्ट साइज का नवीनतम फोटोग्राफ चस्पा किया जाय।
10. मेरा कार्य एवं आचरण उत्तम है।
11. मैं शपथ पूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है:-
 - (अ) स्थायी पता (दूरभाष सहित).....
 - (ब) अस्थायी पता (दूरभाष सहित).....(यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाए)
मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यता: कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल संस्थान और जिला मजिस्ट्रेट/कलेक्टर को दूँगा।
12. मैं अपनी पूर्ण जानकारी में होशो-हवाश में, स्वस्थचित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक

शपथी का पूरा हस्ताक्षर
पूरा नाम-
पता-

नोट:-

1. यह स्वघोषणा शपथ पत्र रू० 100/- (रू० एक सौ) के स्टैम्प पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुए दिया जायेगा।
2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

LIST OF DOCUMENTS REQUIRED FOR EVALUATION OF TECHNICAL BID

Name of Work: Civil Maintenance Works at KNIT

ITB Clause No.	List of Documents	
2.1 (a)	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business	
2.1 (b)	The Bidder must have at least Rs. 25 Crores cumulative financial turn-over in the last Three years and out of which at least 12.5 Crores must be in Government and Government undertaking;	
2.1 (c)	In addition to clause 2.1(b), the bidder must have executed one similar work costing not less than amount equal to 80% of estimated cost or two similar works each costing not less than amount equal to 50% of estimated cost or three similar works each costing not less than amount equal to 40% of estimated cost during the last Five financial years;	
2.1 (d)	Experience in works of a similar nature over the last Five years (Attach certificate from Engineer in-charge)	
2.1 (e)	sub-contractors and firms involved	
2.1 (f)	Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc.	
2.1 (g)	An undertaking for Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 % of the contract value) certified by banker (the certificate being not more than 3 months old.)	
2.1 (h)	Name, address, Email, telephone numbers of banks that may provide references if contacted by the Employer	
2.1 (i)	Information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;	
2.1 (j)	Character Certificate (Form T4)	
2.1 (k)	Affidavit (Form T6) on a non-judicial stamp paper of Rs. 100/- only	
2.1 (l)	Each bidder must produce Income Tax Return for last 3 years;	
2.1 (m)	Copy of GST registration Certificate/ Copy of PAN	



Kamla Nehru Institute of Technology
Sultanpur-228118 (U.P.) Phone: 05362-240454

No:

Date:

LETTER OF ACCEPTANCE

To,

M/s

.....

.....

This is to notify you that on behalf of the Employer, the Director, KNIT Sultanpur has accepted your Bid dated for Building Work of Rs..... (Rs..... only) is hereby accepted by our Agency. You are hereby requested to furnish Bid Security, in the form detailed in Clause 23 of ITB for an amount of Rs. (Rs.....) within 15 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Clause 22.2 of ITB will be taken.
Yours faithfully,

Registrar
KNIT Sultanpur



**Kamla Nehru Institute of Technology
Sultanpur-228118 (U.P.) Phone: 05362-240454**

No:

Date:

Issue of Notice to proceed with the work

To,

.....
.....
.....

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 23 and signing of the contract for the....., you are hereby instructed to, proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

**Registrar
KNIT Sultanpur**

AGREEMENT

This agreement, made the..... day of..... between **Director, KNIT Sultanpur** (hereinafter called “the Employer”) of the one part, and(hereinafter called “the Contractor” of the other part). Whereas the Employer is desirous that the Contractor execute (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of

NOW THIS AGREEMENT WITNESSES as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) Letter of Acceptance;
 - b) Notice to proceed with the works;
 - c) Contractor’s Bid;
 - d) Bill of Quantities

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Contractor

The Employer

**Director
KNIT Sultanpur**

**Witness: 1.
 2.**

**Form of unconditional Bank guarantee “Performance Bank Guarantee”
PERFORMANCE BANK GUARANTEE**

**To
The Director
KNIT Sultanpur**

WREREAS _____ [*Name and Address of Contractor*]
(Hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated
_____ to execute _____ [*Name of Contract and brief description of Works*]
herein after called “The Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [*amount of guarantee*] _____
_____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed the under or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 5 years after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

Date:

To

[Name of Employer] Director KNIT Sultanpur represented by Registrar KNIT Sultanpur.

Name of Work:

1. I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, Bill of Quantities and Addenda for
2. Rates of items have to quote by the bidders. Rates of items as per Bill of Quantity (BOQ) are quoted by the bidder either only in as referred to in clause 10 of ITB.
3. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
4. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signature

Name and Title of Signatory:

Name of Bidder:

Authorized Address of communication:

Telephone No(s):(Office):

Mobile No. :

Electronic Mail Identification (Email ID)

Bill of Quantity					
Name of Work : Renovation of Fluid machinery Lab and advance Manufacturing Lab					
Sr. No.	Description of Item	Qty.	Unit	Rate	Amount
1	Dismantling of existing plaster including Disposal of Refuse as directed by E/I with a distance of 60 meter SI 706	200	sqm.		
2	Dismantling of cement concrete of brick or granolithic floor including stacking of dismantled mater as per direction of E/I with in distance 60M (SI697)	150	sqm.		
3	Dismantling of brick work (SI No. 692)	10	cum.		
4	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc., complete and stacking within 50 meters lead SI 703	26.01	sqm.		
5	12 mm cement plaster in 1:4 cement & coarse sand mortar including all materials, labour and T & P etc required for proper completion and of the work 584+(583-582)	200	sqm.		
6	Class-150 brick work in 1:4 cement and coarse sand mortar in super structure and plinth including supply of all materials labour and tools and plants etc. required for proper completion of work (SI 305b+309+310+310a)	20.19	cum.		
7	Dismantling reinforced cement concrete or reinforced brick work including stacking of dismantled materials as directed by the Engineer in chare within a distance of 60 m SI No. 694	0.324	cum.		
8	R.C.C. work with cement approved coarse sand and 2 cm.(3/4") guage approved stone grit in the proportion 1:1, 5:3 (1 Cement : 1.5 Coarse Sand : 3 Stone Grift) in slab excluding supply of reinforcement & its bending the same with 24 B WG binding wire & necessary centering & shuttering etc & also including supply of all materials labours & tool & plants etc required for proper completion of work in slab pwd 284 B	0.324	cum.		
9	Mild Steel or iron in plain work such as reinforced concrete or reinforced, birck work (when not included in anover all rales) wrought to required shape as necessary including bending for proper completion of the work and including supply of steel its wastage completion of the work and including supply of the steel its wastage bend hooks and authorised over lapping shall be measured pwd 504.	0.25	qtl.		

10	Providing & fixing glass panes 5.5 mm thick with putty and glazing clips in steel doors, windows, clerestory windows, all complete with dsr 10.30.2	25	sqm.		
11	Dismantling of old existing corrugated iron AC roofing sheet from the roof at the hight of appox. 6 to 7 metre hight including stacking of all dismantaled material as per direction of E/I (MR)	642.7	sqm.		
12	Providing and fixing precoated galvanised iron profile sheet s(size, shape and pitch of corrugation as approved by Engineer in charge) 0.50 mm(+0.05%) total coated thickness with zinc coating 120 grams per sqm as per IS:277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supply in single length upto 12 metre or as desired by engineer incharge. The sheet shall be fixed using self drilling self tapping screws of size (5.5x55mm) with EPDM seal, complete upto any pitch in horizontal, vertical or curved surface, excluding the cost of purlings, rafters and trusses and including cutting to size and shape wherever required DSR 12.50	642.7	sqm.		
13	Providing and fixing double scaffolding system (cup lock type) on the exterior side up to severn story height made with 40 mm dia MS tube 1.5 centre to centre horizionial & vertical tubes joining with cup & lock system with M.S tubes, M.S tube challies, M.S clamps and M.S staircase system in the scaffolding for working plateform etc. and maintaining it in aserviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracing runners. connection with the building etc wherever required for inspection of work at connection with the building etc wherever required for inspection of work at required location with essential safety features for the workment etc. completere sas per direciton and approveal of Engineeri in Charge. The elevational area of the scaffolding shall be measured for paymetn purpose. The payment will be made once irrespectbve of duration of scaffolding DSR 14.72	784	sqm.		

14	Providing & laying of 8 to 10 mm thick ivory or light shade Vitrlfied tiles of 600 mm X 600 mm size in flooring or skirting laid with 1:3 cement pigment grouting & polishing complete i/c supply of all material labour T & P required to proper completion of work confiring to DSR item no. 11.41	133.27	sqm.		
		Total			
		Add 2% Contingency			
		Total			
		GST@12%			
		Total			