



IITK

Indian Institute of Technology Kanpur

**IWD/«DIV
»-1**

INDEX

Name of Work: Carrying out minor civil maintenance works in residences and community buildings under Zone -VI

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NIT amounting to Rs. 11,59,099/- (Rupees Eleven Lac Fifty Nine Thousand Ninety Nine Only) is approved.

[Certified that this N.I.T. contains 38 (Thirty Eight) pages]

**Executive Engineer
I.W.D. Div I
I.I.T., Kanpur**

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**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
INSTITUTE WORKS DEPARTMENT
CENTRAL OFFICE
Notice Inviting e-Tenders**

The Executive Engineer, IWD, IIT Kanpur invites on behalf of Board of Governors of IIT Kanpur online percentage rates tender on two envelope system from the Registered contractors in CPWD, BSNL, MES, & Central PSUs in appropriate category having experience similar nature of works last 7 years for the following works.

1. NIT No. 08/C/D1/2021-22, Name of work: ***Carrying out minor civil maintenance works in residences and community buildings under Zone -VI**, Estimated cost **Rs. 11,59,099/-**, Earnest money **Rs. 23,182/-**, Period of completion **7 months**, Last time and date of submission of bid 3.30 PM on **21.09.2021**.

*The above work is being invited for fixing the percentage rates of the civil/Electrical/AirConditioning as applicable works for 7 months. The works shall be carried out on a work order basis based on the requirement up to a maximum value of Rs. 1.30 Lac per work order.

The bid forms and other details are available on website www.iitk.ac.in/iwd/tenderhall.htm, but the bids can only be submitted online on <https://eprocure.gov.in/eprocure/app>. Any corrigendum regarding this tender will be published only on above mentioned website.

No. IWD/Div-I/

Dated:

Executive Engineer

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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMATING PART OF NITAND TO BE POSTED IN WEBSITE

| S. No. 1 | NIT NO. | Name of work and location | Estimated cost put to tender | Earnest Money | Period of Completion | Last date & time of submission of tender | Period during which EMD and other Documents shall be submitted | Time & date of opening of tender |
|----------|-----------------|---|------------------------------|---------------|----------------------|--|--|----------------------------------|
| 1 | 08/C/D1/2021-22 | Carrying out minor civil maintenance works in residences and community buildings under Zone -VI | Rs. 11,59,099/- | 23,182.00 | 7 Months | Upto 3.30 PM on 21.09.2021 | upto 3:30 PM on 23.09.2021 | At 3:30 PM on 24.09.2021 |

The Superintending Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tender from approved and eligible* contractors for the following work(s):

*The eligible contractors means registered in CPWD, BSNL, MES & Central PSUs if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last seven years.

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One completed work of similar nature costing not less than 40% of EC with Central Government Department / Central Autonomous Body / Central Public Sector Undertakings).

The enlistment / registration of the contractors should be valid on the last date of submission of tenders.

In case the last date of submission of tender is extended, the enlistment / registered of contractor should be valid on the original date of submission of tenders.

1. The intending tenderer must read the terms and conditions of CPWD-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The bid document consisting of General Condition of Contract 2020, schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm and <https://eprocure.gov.in/eprocure/app> free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app>.
4. The intending tenderer has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/ amount and date. The amount of EMD can be paid by multiple Demand Draft / Pay Order / Banker's Cheque / Deposit at call receipt / Fixed Deposit Receipts of any Scheduled Bank.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending tenderer must have valid class-III digital signature to submit the tender.
7. On opening date, the contractor can login and see the tender opening process. After opening of tenders he will receive the competitor tender sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote the rate in percentage.

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) for inviting the tenders from the eligible contractors. The bidders are required to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal. More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enrol on the e-procurement module of the Central Public Procurement portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link, "click here to enrol". Enrolment on the CPP portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 3 certificates with signing key usage) issued by any certifying authority recognised by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

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SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective "My Tenders" folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with colour / black & white option.

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List of Documents to be scanned and uploaded within the period of tender submission:

- Copy of Registration with the Department.
- Required Experience certificates of similar nature of works.
- Registration Certificates of EPF & ESIC
- Scan copy of E.M.D. as to be submitted in hard copy.
- GST Registration No. **Or** If the agency is not registered with the GST authorities in the state of U.P, then he shall submit and upload a undertaking that
If the work is awarded to me, I/we shall obtain GST registration certificate of the state of U.P within one month from the date of receipt of award letter or before release of any payment to me by IWD IIT Kanpur.
- MSME Registration in appropriate category (This is valid only for EMD exemption)

The hard copies of the above documents have to be submitted on or before the due date & time in the office of the tender opening authority, failing which the tender shall be rejected.

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SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the blue coloured [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorised persons until the time of bid opening.
6. The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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ASSISTANCE TO BIDDERS

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk.

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company’s name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorised certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
3. Tenderers are advised to follow the instructions provided in the “Instructions to the tenderer” for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
4. The enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.
5. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
6. Information and Instructions for tenderer posted on website shall form part of tender document.
7. The Institute Campus has been divided in to the different Zones. The copy of the Institute Master Plan duly marked the different Zones is attached on page no._____
8. Intending Bidders are advised to visit and examine the existing buildings under the **Zone-VI** and its surroundings and satisfy themselves before submitting their bids. A

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bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra cost consequent on any misunderstanding or otherwise shall be allowed. The bidders 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 bidders 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.

- 9. The MSME's are allowed to participate in tendering without EMD on submitting / uploading the valid Registration in appropriate category having the required turnover and experience of similar nature of work.

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FORM -6 FOR e-Tendering

The Superintending Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online percentage rate tender from approved and eligible* contractors for the work of: **Carrying out minor civil maintenance works in residences and community buildings under Zone -VI.**

1. The work is estimated to cost **Rs. 11,59,099/-**. This estimate, however, is given merely as a rough guide.

Criteria of eligibility

*The eligible contractors means registered in CPWD, BSNL, MES, & Central PSUs if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value **40%** or two similar works of value **60%** or one similar work of value **80%** of estimated cost during last seven years.

One completed work of similar nature costing not less than **40%** of EC with Central Government Department / Central Autonomous Body / Central Public Sector Undertakings).

2. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.iitk.ac.in Tenderers 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 is **7 months** from the date of start as defined in schedule "F" and as per special terms and conditions of contract.
4. The bid document consisting of General Condition of Contract 2020, schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm and <https://eprocure.gov.in/eprocure/app> free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app> and other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-I, IIT, Kanpur between

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hours of 10:00 AM to 5:00 PM from **01.09.2021 to 17.09.2021** every day except on Saturdays, Sundays and Public Holidays free of cost.

- 5. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
- 6. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **the Director, IIT, Kanpur**) of any Scheduled Bank wherever applicable.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank.

Treasury Challan or Demand Draft or Pay Order or Banker`s Cheque or Deposit at Call Receipt or FDR shall be placed in single sealed envelope superscripted as "Earnest Money" with name of work and due date of opening of the tender also mentioned thereon.

The copy of work experience wherever applicable and other documents if required and specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents" in the divisional office upto **3.30 PM on 23.09.2021.**

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer after last date & time of submission of tender and up to 03:30 PM **on 23.09.2021.**

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, proof of cost of Tender Document and e- Tender Processing Fee and other documents placed in the envelope are found in order.

The tender submitted shall be opened at **03:30 PM on 24.09.2021.**

- 7. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:

The tenderer is found ineligible.

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- (i) The tenderer does not upload all the documents as stipulated in the tender document.
 - (ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
8. The contractor whose tender is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of 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 (in case the guarantee amount is less than Rs. 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexes hereto. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**
 9. The competent authority on behalf of the Board of Governors, IIT, Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
 10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
 11. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
 12. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
 13. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is

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allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
- 15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

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

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CPWD-7

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

(A) Tender for the work of:

Carrying out minor civil maintenance works in residences and community buildings under Zone -VI

TENDER

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

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

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

A sum of Rs. **23,182.00** is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in

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Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT, Kanpur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated _____ ** _____

Witness: **
Address: **
Occupation: **

**
Signature of contractor
Postal Address **

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Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities: **Uploaded separately**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

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

The cement to be brought at site should not be older than 3 months from the date of manufacturing. The purchase invoices of the cement shall have to be submitted alongwith bill for the record.

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

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

SCHEDULE 'D'

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

SCHEDULE 'E'

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

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| INSERTION (I) | NIL | |
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SCHEDULE 'F'

Reference to General Conditions of contract.

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|------------------------------------|--|------------------------|
| Name of Work: | Carrying out minor civil maintenance works in residences and community buildings under Zone -VI | |
| Estimated cost of the work: | | Rs. 11,59,099/- |
| Earnest money | | Rs. 23,182/- |
| Performance Guarantee | 3% of the tendered value of the work | |
| Security Deposit | 5% of the tendered value of the work | |

General rules and direction :

| | |
|-------------------------|--|
| Officer inviting tender | Superintending Engineer, Institute Works Department IIT, Kanpur |
|-------------------------|--|

Definitions:

| | | |
|---------|---|--|
| 2(v) | Engineer-in-Charge | |
| | Items of work | Executive Engineer, IWD, IIT Kanpur |
| 2(vi) | Accepting Authority | Superintending Engineer, IWD, IIT, Kanpur |
| 2(vii) | Percentage on cost of materials and labour to cover all overheads and profits | 15% |
| 2(viii) | Standard Schedule of Rates: Civil Items of Work; | D.S.R. 2018 with up to date correction Slips |
| | Electrical and Air Conditioning Items of Work: | DSR. 2018 (E&M) with up to date correction slip |
| 2(ix) | Department: | Institute Works Department |

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



2(x) Standard CPWD contract Form: GCC 2020, CPWD **form-7** as modified & corrected up to **31.07.2021** (Whether correction vide latest circulars are in corporate or not in this document.)

Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 15 Days

ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period as provided in i) above 7 Days

Clause 2 Authority for fixing Compensation under Clause 2 **SE IWD, IIT Kanpur. Or successor thereof**

Clause 2A Whether Clause 2A shall be applicable No

Clause 5 i) Number of days from the date of issue of issue of letter of acceptance for reckoning date of start **22 Days**

ii) Time allowed for execution of work **07 Months;** As per special terms and conditions

Authority to decide **Extension of time** **Executive Engineer IWD, IIT Kanpur**

Clause 6A **Applicable.**

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



Clause 7 Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. Not Applicable

Clause 10B (ii), (iii) Whether clause 10-B (ii) and 10-B (iii) shall be applicable. Not Applicable

Clause 10 C Component of labour expressed as percentage of value of work **(25%)** Not Applicable

Clause 10 CA Not Applicable
Clause 10CC Not Applicable

Clause 11 Specification to be followed for execution of work:

For Civil items of work : CPWD Specifications 2019 Vol. 1 and Vol. 2 with up to date correction slips. (Hereinafter called CPWD specifications also).

For electrical works **CPWD specifications 2013 internal and 2013 external electrical works** (Hereinafter called CPWD specifications also).

For Air conditioning & Refrigeration item of works **CPWD Specifications 2017 HVAC for Air-conditioning & refrigeration works with up to date correction slips**

Clause 16 Competent Authority for Deciding reduced rates:

For all items of work Superintending Engineer,
IWD, IIT Kanpur

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



Clause 36

For supervision of the contract (civil, electrical and Air conditioning items, as applicable), technical representatives (Diploma holder with relevant at least three years experience) of the respective disciplines will be required to be deployed.

| Sl.No | Minimum qualification of Technical Representative | Discipline | Designation (Principal Technical / Technical representative) | Minimum Experience | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) | |
|-------|---|---------------------------|--|--------------------|--------|---|----------------------------|
| | | | | | | Figures | Words |
| 1. | Engineering Diploma | As Per Nature of the Work | Site Engineer | 3 | 1 | Rs. 15,000/- p.m | Fifteen Thousand per month |

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



SPECIAL CONDITION FOR ZONAL CONTRACTS

1. Zonal contracts will be used only to execute original works/ minor works/ repair works of urgent nature. It can also be used for any works of restoration as a result of a disaster in campus causing damage to institute infrastructure/ works related to emergency services/ works of institute importance/ works concerned to safety health and environment of campus community. The works undertaken through zonal contracts are categorized as time bound and should be executed without any instructions from competent authority with minor cost implications.

Mode of issue of zonal contracts should be as per Table-1:

| Table 1 | |
|--|---|
| Works costing up to Rs. 50,000.00/- | JE/AE/EE based on Pingala requests or written any other mode of verifiable written communication or approved DOIP 101 |
| Works costing up from Rs. 50,000.00/- to Rs. 1,30,000.00/- | Approved DOIP 101 |

2. The contractor should always keep his establishment ready to commence the work immediately after the issue of the work of any amount. Work requests of urgent nature should be included in works order at the earliest after receiving orders from the Engineer in charge. Maximum time limit to include a request in work order is 21 days.

The schedule for Zonal Contracts should be at per Table-2:

| Table 2 | | |
|--|--|------------------------------------|
| Spending limit | Maximum lead time to start the work | Maximum completion duration |
| Works costing up to Rs. 50,000.00/- | 3 days | 14 days |
| Works costing up from Rs. 50,000.00/- to Rs. 1,30,000.00/- | 7 days | 28 days |

In case of noncompliance with Table 2, 5% of the cost of the work order will be deducted from contractor every week after the completion of maximum duration subjected to the site clearance by the users/other associated agencies executing the work.

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



ADDITIONAL TERMS & CONDITIONS

General

The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.

1. Unless otherwise provided in the schedule of quantities/specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of work and nothing extra shall be payable to him on account of the same.
2. The rates for all items of work unless clearly specialized shall otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item. The contractor (s) shall quote all inclusive rates and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically specified otherwise.
3. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
4. No over loaded trucks of the construction materials (coarse sand, stone grit, bricks, steel and stone ballast) are allowed to enter in the residential area. The contractor have to make arrangement to get collected the construction material at appropriate places (preferable near the site) within the campus as instructed by EIC and from that place the material shall be carried through the tractor & trolley only. No extra claim on the expenditure shall be acceptable. Violation related to **unauthorized dumping of construction materials** shall be subjected to a penalty of Rs 2000/- by Executive Engineer (CE). Any dismantled material will be disposed within 3km from the site of the work without any additional cost as directed by the engineer in charge. The dismantled materials shall be disposed within one week from the completion of work and before the completion certificate issued to the agency.
5. For construction works which are likely to generate malba/rubbish of any quantity, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the **notified/specified** dumping ground within the campus and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises. Violation

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



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related to unauthorized dumping of construction materials shall be subjected to a penalty of Rs 5000/- or the cost of re-transportation to the designated ground, which ever is greater.

6. The contractor shall not stack / dump any amount of construction waste either temporarily or permanently **on the service lines /areas**. For violation, a penalty of Rs. 5000/- or the damage incurred, which ever is greater, shall be imposed.
7. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor **shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services**.
8. Penalty would be charged if any damage happens to utility lines or any other existing entity whose amendment is not explicitly mentioned in the work order. **Penalty amount should be at least the cost of the repair/rehabilitation**. The Engineer in Charge shall have the right to decide the amount and type of penalty to be charged.
9. Contractor should also specially mark/isolate the work-in-progress or the recently done work which is for time being, not serviceable/approachable for the general utility. This includes providing an appropriate soft barricading and signals to warn the public.
10. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Whereas whenever phased delivery of work is contemplated these provisions shall apply separately to each phase.
11. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
12. Temporary Electric connection shall be issued on payment basis as per request and the water charges shall be recovered as per rule.
13. The contractor shall procure all the materials in advance **or as applicable** so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work or applicable.
14. For items consuming electricity 2% will be deducted from the running bills for electricity consumption and 1% of the all items of the contract shall be recovered against the water charges from the running bills.
15. The tenderer shall see the approaches to the site. In case any approach from main road is required 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.

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| CORRECTION (C) | NIL | E.E. |
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- 16. The contractor shall provide at his own cost suitable weighing, surveying and leveling, and measuring arrangements as may be necessary at site for checking. All such pieces of equipments should have valid calibration certificate from reputed agencies and to be approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 17. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 18. The contractor shall be fully responsible for the safe custody of materials brought by him or issued to him. No additional security will be provided for this job.
- 19. In case of flooring works, the rate of items of flooring is inclusive of providing sunk flooring at bath room, kitchen etc. and nothing extra on this accounts is admissible.
- 20. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
- 21. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 22. Being an individual work contract, no other tax is payable other than GST.
- 23. Smoking is strictly prohibited at workplace.
- 24. The contractor shall give eight years guarantee in the prescribed proforma for water proofing items specified in the schedule of quantities. In addition to this, 10% of the executed cost of items shall be retained either in cash /fixed deposit or in the form of bank guarantee, which shall be released after the expiry of ten years from the date of completion if no defects is found in water proofing or the defects are made good. This amount shall be adjusted against the expenses incurred on making good the defects if the contractor commits breach of guarantee.
- 25. **An authorized applicator approved by the manufacturer must do the application.**
- 26. **The contractor shall provide the delivery challan stating the volume of consumption as per the area.**
- 27. **All required protocol for Covid-19 issued by the Gov. of India time to time shall have to be followed by the contractor at the site, the contractors are advised to quote the rates accordingly.**
- 28. Contractor is responsible to ensure the overall safety of his employees and workers involved in the construction or the other similar works which holds risk.

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| CORRECTION (C) | NIL | E.E. |
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This includes providing suitable head gears, face and eye protection, hand & foot protection and reflective gears. Contractors will have to bear the cost of all the protective gears provided to each and every person involved in the work. Failing to adhere to the safety practice should lead to imposition of penalty by Executive Engineer (CE).

- a) The contractor will identify one of the supervisors for taking care of implementation of Safety systems.
- b) The Contractor should follow the following General Guidelines governing the safety rules as laid down under:
- c) Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
- d) No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
- e) No one is allowed to work without adequate foot protection.
- f) Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
- g) All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
- h) All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
- i) Adequate illumination at workplace shall be ensured before starting the job at night.
- j) All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
- k) Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

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| CORRECTION (C) | NIL | E.E. |
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- l) Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
- m) All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
- n) No children shall be allowed to enter the workplace.
- o) Proper eye washing facilities shall be made in areas where chemicals are handled.

For Electrical and Air-Conditioning Works

1. Other than electricians, no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
2. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
3. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
4. A tools and tackles inspection register must be maintained and updated regularly.
5. All the lifting tools and tackles shall be stored properly when not in use.
6. Clamps shall be used on Return cables to ensure proper earthing for welding works.
7. Return cables shall be used for earthing.
8. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
9. Spill trays shall be used to contain the oil spills while transferring / storing them.

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| CORRECTION (C) | NIL | E.E. |
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| DELETION (D) | NIL | |



- 10. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
- 11. All underground cables for supplying construction power shall be routed using conduit pipes.
- 12. Connectors and hose clamps are used for making welding hose connections.
- 13. All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.
- 14. All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3 part coarse sand)
- 15. The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original.
- 16. All such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet, using water spray machine (hand/motor operated) and avoid unnecessary flooding of the area.
- 17. Works Inspection and Testing of Equipment:
 - a. Prior to dispatch of equipment the Institute reserves the right to inspect the same at the manufacturer’s works and the contractor shall provide and secure every reasonable access and facility at the manufacturers works for inspection, for witness of all acceptance and routine tests as per relevant Indian Standards. Contractor shall give a reasonable notice of about 15 days for the purpose of test, and witness of all major equipments.
 - b. Pre-commissioning test: All routine tests shall be carried out on the electrical & air-conditioning equipment. Protective & measuring devices should be checked for calibration of Plant AHU & FCU`s should be checked for air quantities. All grills/diffusers should be checked for balanced air quantities.
- 18. Rates: The work shall be treated as on works contract basis and the percentage rates tendered shall be for complete work and all charges for items contingent to

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| DELETION (D) | NIL | |



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Indian Institute of Technology Kanpur

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the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials at the site, labour related expenses as per relevant labour laws, testing of materials/ samples etc excluding Goods and Service Tax (GST).

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| DELETION (D) | NIL | |



GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made thisday of two thousand and between..... son of of (hereinafter called the Guarantor of the one part) and the Board of Governors, IIT Kanpur (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated..... and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be **ten years** to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or Construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final. During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach there under then the GUARANTOR will indemnify the Principal and his successors against all loss,

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligorand by..... and for and on behalf of the Board of Governors, IIT Kanpur on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

1.

2.

Signed for and on behalf of the Board of Governors, IIT Kanpur by In the presence of—

1.

2.

| | | |
|----------------|-----|------|
| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



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

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of 2021.

BETWEEN

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

AND

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

through (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No. **08/C/D1/2021-22**) (hereafter referred to as "Tender / Bid") and intends to award, under laid down Organization procedure, contract for "**Carrying out minor civil maintenance works in residences and community buildings under Zone -VI**" hereinafter referred to as the "Contract".

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

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

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |

Article 1 : Commitment of the Principal /Owner

1. The principal/Owner commits itself to take all measure necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept , for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the tender process, treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process of the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the tender process any person, whose conduct in the past has been of biased nature.

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) commit himself to take measures necessary to prevent corruption, He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved

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| CORRECTION (C) | NIL | E.E. |
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| DELETION (D) | NIL | |



in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly. (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign or principal directly could bid in a tender but not both. Further in cases where an agent participate in a tender on behalf of one manufacture, he shall not be allowed to quote on behalf of another manufacture along with the first manufacture in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake /forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and or to influence the procurement process to the detriment of the government interests.

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| CORRECTION (C) | NIL | E.E. |
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| DELETION (D) | NIL | |



- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



Article 4 : Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its subcontractor’s sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all bidders and 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 Contract/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract has been awarded.

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

Article 7 : Other Provision

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head quarters of the division of the Principal/Owner, who floated the Tender.

| | | |
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| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



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

Article 8 : LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

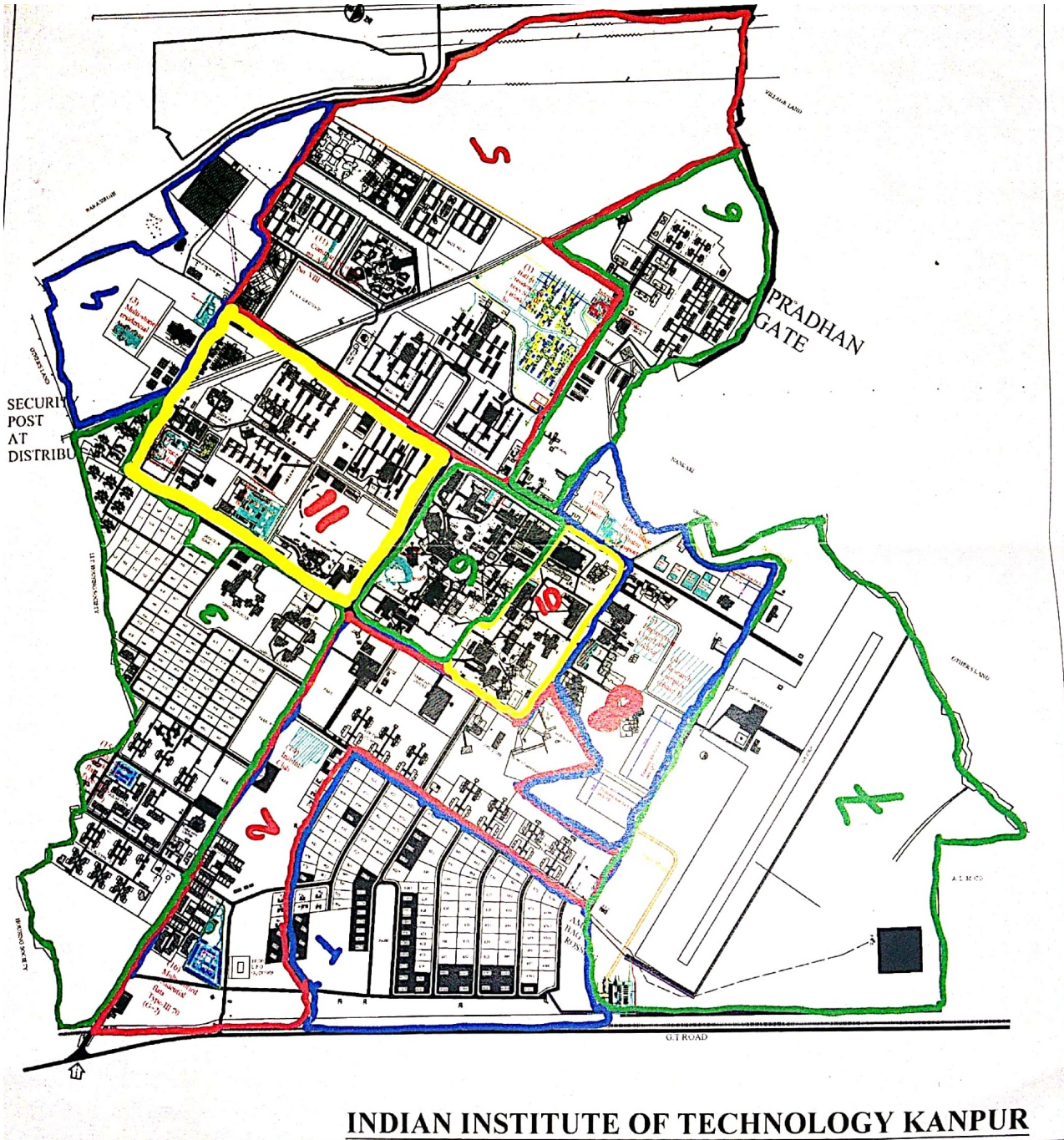
1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

| | | |
|----------------|-----|------|
| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |



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Annexure-A

| | | |
|----------------|-----|------|
| CORRECTION (C) | NIL | E.E. |
| INSERTION (I) | NIL | |
| DELETION (D) | NIL | |