

Name of work

Management of biodegradable waste at IIT Kanpur

BID DOCUMENT



OFFICE OF INFRASTRUCTURE AND PLANNING
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
July, 2023

Indian Institute of Technology Kanpur

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Officer-in-Charge, Office of Infrastructure and Planning

1 Notice Inviting e-Tenders

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online bids from enlisted contractors and the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.

NIT No: [Composting/18/07/2023-1](#)

1	Name of Work	:	Management of biodegradable waste at IIT Kanpur
1	Estimated Cost inclusive of GST	:	Rs. 23,00,776/-
3	Earnest Money Deposit (Rs.)	:	EMD Declaration to be submitted in lieu of EMD as per Form 6.1
4	Duration of contract	:	Twelve (12) months (and extendable yearly up to a period of two more years based on performance)
5	Last Time & date of submission of bids (Up to)	:	As per CPP portal data (https://eprocure.gov.in/eprocure/app)
6	Opening of bids	:	As per CPP portal data
7	Time allowed for submission of requisite documents by lowest bidder	:	Within One week of opening of financial bids

The bid forms and other details may be downloaded from Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Aspiring bidders who have not enrolled / registered in e-procurement should enroll / register themselves before participating through web site <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online bid submission.”

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type ‘IIT’. Thereafter, click on “GO” button to view all IIT quotations. Select the appropriate quotation / tender and fill them with all relevant information and submit the completed Quotation / Tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

Note: No manual bids will be accepted. All bids (both Technical & Financial) should be submitted in the e-procurement portal.

Applicants are advised to keep visiting the above-mentioned websites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.

Officer-in-Charge, Office of Infrastructure and Planning

2 Information and Instructions for Bidders for E-Tendering

The Dean of Infrastructure and Planning on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online [bids from enlisted contractors and the eligible firms / agencies satisfying the eligibility criteria mentioned in the document.](#)

2.1 Schedule

1	Name of Organization	:	Indian Institute of Technology Kanpur
2	NIT No:	:	Composting/18/07/2023-1
3	Location	:	Indian Institute of Technology Kanpur
4	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
5	Tender / Quotation category (services / goods / works)	:	Services
6	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Services
7	Form of contract (IITK-7/8)	:	IITK-8
8	Work Category (civil / electrical / fleet management / computer systems, etc.,)	:	Maintenance
9	Is multi-currency allowed?	:	No
10	Date of publishing / issue / start	:	As per CPP portal
11	Document download start date	:	As per CPP portal
12	Document download end date	:	As per CPP portal
13	Date & time of pre-bid meeting	:	As per CPP portal
14	Venue of pre-bid meeting	:	As per CPP portal
15	Last date & time of uploading of bids	:	As per CPP portal
16	Date & time of opening of Technical bids	:	As per CPP portal
17	Bid Validity Days	:	90 days after opening of technical bid
18	Earnest Money Deposit (EMD)	:	EMD Declaration to be submitted in lieu of EMD as per FORM given in section 6.1

19	Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 6.2	Rs. 7,000/-for Non MSME/NSIC/Startup and Rs. 1,500/-for MSME/NSIC/Startup to The Register, Indian Institute of Technology Kanpur. The proof of submission must be uploaded along with transaction slip with due mention of NIT No. in the CPP portal for valid tender submission as per format given in section 6.2
20	No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
21	Address for communication	: Office of Infrastructure and Planning, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016
22	e-mail address	: tender_doip@iitk.ac.in

The selected agency will have to enter into a Service Level Agreement (SLA).

The intending bidder must read the terms and conditions carefully. He/She should only submit his/her bid if he/she considers himself/herself eligible and he/she is in possession of all the documents required.

IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement.

1. Information and instructions for bidders posted on website shall form part of bid document.
2. But the bid can only be submitted after deposition of e-processing fee and with the EMD declaration as per tender document.
3. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Only e-bids shall be accepted in CPPP portal through e-tendering processes.
4. The intending bidder must have valid Class-III digital signature to submit the bid.
5. On opening date, the contractor can login and see the bid opening process. After opening of bids, he/she will receive the competitor bid sheets.
6. Contractor can upload documents in the form of JPG format and PDF format.
7. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section /

sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

8. The “Eligibility/technical Bid” shall be opened first on due date and time as per the evaluation scheme. The “Financial Bid” of bidders qualifying the technical bid shall be opened on a later date as to be announced in CPP portal.
9. The bidders are advised to visit the site before submission of bids to have more clarity about the site conditions and availability of space for execution of the service.
10. All modifications/addendums/corrigendums issued regarding this bidding process shall be uploaded on website only.
11. The department reserves the right to reject any or all bids without assigning any reason thereof and may restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the minimum laid down criteria.
12. Integrity pact of the tender document shall be signed between Dean, Infrastructure and Planning and the successful bidder after acceptance of the tender
13. The rates for all items of service, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, wastages, watch and ward, other inputs, all incidental charges, all other taxes, cess, duties, levies, **Contractor’s Profit etc., but exclusive of EPF, ESI and GST**, required for execution of the service.
14. The rate of any item not listed in BOQ but required for successful execution of the job shall not be payable as extra.
15. The agency is free to utilize the income generated by selling the compost to offset for operational cost.
16. The bill must be submitted showing the base amount and GST separately as per the standard practice of IIT Kanpur.
17. The description of the work is as follows: “Management of biodegradable waste at IIT Kanpur”
18. The estimated cost is **Rs. 23,00,776/-**. However, this estimate given is mere approximation for guide.
19. The time allowed for carrying out the entire work will be **Twelve (12) months (and extendable yearly up to a period of two more years based on performance)** from the first date of handing over of the assigned site/zone and in accordance with Conditions of Contract in the bid document.
20. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
21. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
22. Earnest Money Declaration shall be uploaded to the e-Tendering website within period of submission
23. The receipt of e-processing fee shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid. The Details of Institute Account for submitting

e-processing fees is given in 6.2 under Section [Various Forms and Formats](#).

24. The bid submitted shall be opened at as per the details provided in the CPP portal at Office of Infrastructure and Planning. The date of opening of Financial Bid shall be informed through web site after the opening of technical bid.
25. [The bid submitted shall become invalid and e-processing fee shall not be refunded if:](#)
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
26. The contractor whose bid is accepted will be required to furnish performance guarantee of [5% of tendered value](#) within the specified period. This guarantee shall be in the form of or Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
27. [The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also be required to be extended by the Agency accordingly and validity should be valid up to the extendable period.](#)
28. In case the contractor fails to deposit the said performance guarantee within the specified period including the extended period if any, the contractor shall be suspended for [two years and shall not be eligible to bid for IITK tenders from the date of issue of suspension order](#).
29. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of afore said provisions by the sub-contractors, if any engaged by the contractor for the said work.
30. [The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.](#)
31. [Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.](#)
32. [Submission of a bid by the bidder also implies that he has read this notice and all other documents and has made himself aware of the Institute Regulations and other factors having a bearing on the execution of the work.](#)
33. Intending Bidders are advised to get familiarized with the specifications /rules related to

the work (i.e., [Management of biodegradable waste at IIT Kanpur](#)) as approved by the competent authority and various policies related to C & D waste and other environmental guidelines of the institute. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

34. The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation.
35. The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the interpretation by Institute in respect to fall matters shall be final and binding.
36. [The Agency shall not Sub-contract, Sub-let, transfer or assign the contractor any other part thereof. In the event of the agency contravening this condition, Institute shall be entitled to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.](#)
37. Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified.
38. Necessary clarifications required by the Institute shall have to be furnished by the tenderer within the given time frame. The tenderer will have to depute his representative to discuss with the officer(s) of the Institute as and when so desired. In case, a tenderer is taking undue long time in furnishing the desired clarifications, his/her bid will be rejected without making any reference.
39. The Institute reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.
40. The competent authority on behalf of the Board of Governors does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. Bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
41. The competent authority on behalf of the Board of Governors reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
42. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
43. The contractor shall not be permitted to bid for works in the [Office of Infrastructure and Planning / Institute Works Department responsible for award and execution of contracts](#), in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of [Superintending Engineer and Junior Engineer \(both inclusive\) in IWD and Office of Infrastructure and Planning](#). He shall take special approval from Dean, Infrastructure and Planning for persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Office of Infrastructure and Planning/ Institute Works Department for elimination of any conflict

of interest. Any breach of this condition by the contractor would render him liable to be removed as a working contractor of the Institute.

44. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
45. The bids for the work shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to suspend the bidder for one year
46. **This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the work, will sign the contract.**
47. **It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.**
48. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
49. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.
50. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected
51. A team of officers from Indian Institute of Technology Kanpur may visit the office/ site of work of bidders for establishing their credibility and verification of submitted documents.
52. Any communication related to contract must be submitted to Office of Infrastructure and Planning for further processing

2.2 Instructions for Online BID Submission

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit 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>

2.2.1 Registration

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link, “click here to enroll”. Enrolment on the CPP portal is free of charge
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the 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 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized 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 in to the site through the secured log-in by entering their user ID Password and the password of the DSC / eToken.

2.2.2 Searching for tender documents

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. 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.

2.2.3 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 / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black & white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor's certificates, etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.2.4 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. Bidder has to select the payment option as "on-line" to pay the EMD as applicable and enter details of the instrument
4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [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.

OR

In some cases, financial bids can be submitted in PDF format as well (in lieu of BOQ).

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.2.5 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.

2.2.6 General instruction to 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 II / 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 authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

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>.

Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur

2.3 List of documents to be scanned and uploaded within the period of bid submission

The following mandatory documents to be submitted with online bid submission:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained here: -

2.3.1 Envelope - 1: Technical Bid

The following mandatory documents to be provided as **a single PDF** file in the same sequence as listed:

1. EMD Declaration [as per 6.1](#)
2. Proof of submission of Processing Fees [as per 6.2](#)
3. GST Registration Certificate or GST Undertaking [as per 6.3](#)
4. EPF & ESI Registration
5. Copy of PAN card
6. Turnover and Other Financial statement of the Agency [as per 6.5](#)
7. Affidavit for not being blacklisted/debarred/restrained [As per 6.4](#)
8. Solvency certificate [as per 6.6](#)
9. Performance report of works executed [as per 6.7](#)
10. Structure and Organization of the Agency [as per 6.8](#)
11. Declaration on Details of the Bidder(s) [as per 6.9](#)
12. Details of Similar Nature of Works Completed [as per 6.10](#)
13. Declaration about Site Inspection [as per 6.11](#)
14. Letter of Transmittal [as per 6.12](#)

2.3.2 Envelope - 2: Financial Bid

Price bid should be submitted in BOQ format

3 Eligibility Criteria

3.1 Eligibility criteria for contractors

Contractors who fulfill the following criteria shall be eligible to apply. **Joint ventures are not accepted.**

Eligible Bidders

Eligible bidders should satisfy the following criteria for evaluation:

1. **Average annual financial turn over:**

Average annual financial turnover of should be at least 40% of the estimated cost of work put to tender during the last 3 consecutive financial years by the certified Chartered Accountant.

Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit & Loss Statements.

The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending **31st March 2023**, duly audited and certified by the Chartered Accountant.

Solvency Certificate- 40% of the estimated cost put to tender

2. **Experience (value of work done shall be within a span of one year):**

Firms/Contractors must have completed satisfactorily

i) One similar work of 80% value of the estimated cost put to tender

Or

ii) Two similar work of 60% value of the estimated cost put to tender

or

iii) Three similar work of 40% value of the estimated cost put to tender

Works completed during last 7 years ending on date **31.03.2023**.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with Central Government Organization/Central Autonomous Body/Central Public Sector undertakings.

3. **Definition of similar work:** Similar type of work means “**Management of solid waste including biodegradable waste/composting works/horticulture works**” done with any Central Government Department / Central Autonomous Body / Central Public Sector Undertakings /State Government and Private Institute / Establishment of repute in last 7 years (Not earlier than **01-04-2016**).

In addition, the eligible bidders should satisfy the following criteria:

1. **Office:**

Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work.

2. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.

3. **Registration:** Bidder should be registered with the Income Tax Department, Employees Provident Fund (EPF) Organization, Employees State Insurance (ESI) Corporation &

GST. Bidders are not eligible in absence of these documents.

4 Bid Evaluation and Award

The following process will be followed for the Technical and Financial Bids Evaluation:

4.1 Technical Bid Evaluation

- Technical bids received complete in all respects covering the entire scope of work, will only be opened
- The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice
- **Marking scheme:** Maximum marks = 100, **Bidders obtaining more than or equal to 75 marks will be technically qualified**

Marking Scheme

1.	Completion certificate for Similar works within the span of last seven years	:	Max Marks = 25
(a)	One similar work of 80% value / (a) Two similar works of 50% value/ Three similar works of 40% value of the estimated cost put to tender	:	10 Marks
(b)	Two similar works of 80% value / (a) Three similar works of 50% value/ Four similar works of 40% value of the estimated cost put to tender	:	20 Marks
(c)	Three similar works of 80% value / (a) Four or more similar works of 50% value/ Five or more similar works of 40% value of the estimated cost put to tender	:	25 Marks
2.	Average turn over in crore of the organization in last three financial years	:	Max Marks = 35
(a)	Turnover more than 100% – 200%	:	10 Marks
(b)	Turnover more than 200% – 300%	:	25 Marks
(c)	Turnover more than 300%	:	35 Marks
3.	Performance Report	:	Max Marks = 15
(a)	Outstanding	:	15 Marks
(b)	Very good	:	12 Marks
(c)	Good/Satisfactory	:	10 Marks
(d)	Poor	:	5 Marks

4. **Technical presentation - Presentation by Bidders shall be held on the day of opening the Technical Bid unless otherwise informed in CPP portal. The venue & and time shall be informed in CPP portal**

Implementation strategy of the contract proposed by the agency for executing the work on timely basis and addressing the deployment of resources, time and progress strategies, coordination with other agencies and the expertise financially and technically to do the work, needs to be incorporated : Max Marks = 25

(a)	Excellent	:	> 20 Marks
(b)	Good	:	16 – 20 Marks
(c)	Average	:	11 – 15 Marks
(d)	Fair	:	6 – 10 Marks
(e)	Poor	:	≤ 5 Marks

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

- Only the bidders securing minimum of 75 marks out of 100 marks in technical evaluation qualifies for subsequent opening of financial bid
- Weightage for total marks obtained by bidder in technical bid shall be 70% technical weightage and financial bid shall be 30% financial weightage. Thereby, total 100% weightage for the complete bid. **For example: If a bidder secures 90 marks out of 100 marks in technical evaluation, his technical weightage will be 63 marks.**
- Bidder with lowest financial bid: 100 Marks. Financial weightage is 30%. **For example: The financial weightage of the bidder with lowest financial bid will be 30 Marks and the higher bids will be evaluated accordingly.**

NOTE

The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- Amend the scope and value of contract to the bidder.
- Reject any or all the applications without assigning any reason.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

5 Integrity Pacts

INTEGRITY PACT

(For Institute)

To

Subject: [Composting/18/07/2023-1](#) for the work of “[Management of biodegradable waste at IIT Kanpur](#)”

Dear Sir/Madam,

It is here by declared that Office of Infrastructure and Planning, IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Office of Infrastructure and Planning

Sincerely

Dean of Infrastructure and Planning
(On Behalf of Board of Governors)

INTEGRITY PACT

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “[Management of biodegradable waste at IIT Kanpur](#)”.

Dear Sir/Madam,

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

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

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

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

Sincerely

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Dean, Infrastructure and Planning)

This Integrity Agreement is made at on this day of20.....

BETWEEN

The Board of Governors represented through Dean, Infrastructure and Planning, 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: [Composting/18/07/2023-1](#)(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “[Management of biodegradable waste at IIT Kanpur](#)”, here in after 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:

5.1 Article 1: Commitment of the Principal / Owner

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

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

5.2 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 all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under 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 addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an

agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

5.3 Article 3: Consequences of Breach

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

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

5.4 Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country 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 dealings/ holding 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.

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

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

5.6 Article 6: Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / 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.
- 2) 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.

5.7 Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed 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** there of shall not be subject to arbitration.

5.8 Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:.....

Date: \..... \20.....

6 Various Forms and Formats

6.1 Declaration in lieu of submitting Earnest Money Deposit

Proforma for Declaration in lieu of submitting Earnest Money Deposit
(Scanned copy of this Declaration to be uploaded at the time of submission of bid)

Whereas, I/we (name of agency) have submitted bids for Name of work: - “Management of biodegradable waste at IIT Kanpur”.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

1. If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
or
2. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for **two year** and shall not be eligible to bid for IITK tenders from date of issue of suspension order.

.....
Signature of the Bidder(s)

6.2 Format for submission of processing fees

Format for proof of submission to be uploaded along with transaction slip
(Scanned copy of this page to be uploaded at the time of submission of bid)

I/we have submitted the processing fees as per the following details:

NIT No	:	Composting/18/07/2023-1
Name of Agency	:	
GST number of Agency	:	
Date of transaction	:	
Total amount transferred	:	
UTR number	:	

.....
Signature of the Bidder(s)

Details of Institute Account for submitting processing fees are as follows:

Beneficiary Name: The Registrar, IIT Kanpur
Bank Name: SBI, IIT Kanpur
Account Number: 30632766814
IFSC Code: SBIN0001161

6.3 Undertaking regarding obtaining GST registration

Proforma for Undertaking regarding obtaining GST registration Certificate of The State in which work is to be taken up

(Undertaking to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/)

(Scanned copy of this notarized undertaking to be uploaded at the time of submission of bid, if required)

If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by IITK, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IITK or GST department in this regard.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

6.4 Affidavit for not being blacklisted/debarred/restrained

Proforma for AFFIDAVIT for not being blacklisted/debarred/restrained

(AFFIDAVIT to be submitted on a 'Non-Judicial' stamp paper worth Rs.100/)

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

I/we undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred/restrained by ny Central Govt./ State Govt. Agency/ Autonomous body of the Central or State govt./ PSU etc. Further that, if such information comes to the notice of the Institute, then I/we shall be debarred for bidding in the Institute in future forever. Also, if such information comes to the notice of the Institute on any day before date of start of work, the competent authority shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

.....
(Signature of Bidder(s))

Or

.....
(An authorized Officer of the firm with stamp)

.....
(Signature of Notary with seal)

6.5 Financial Information

Proforma for providing Financial Information

(Scanned copy of the completed information sheet to be uploaded at the time of submission of bid)

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2019	2020	2021	2022
Gross Annual turnover				
Profit/Loss				

.....
Signature of Chartered Accountant with Seal

.....
Signature of the bidders(s)

6.6 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate from a Scheduled Bank

(To be printed in Bank's Letterhead)

(Scanned copy of the Certificate to be uploaded at the time of submission of bid)

This is to certify that to the best of our knowledge and information that M/s./Sh.....
having marginally noted address, a customer of our bank are/is respectable and can be treated
as good for any engagement up to a limit of Rs (Rupees). This
certificate is issued without any guarantee or responsibility on the bank or any of the officers.

.....
(Signature for the Bank)

NOTE:

1. Bankers certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

6.7 Performance report on work executed

Proforma of Performance report on works referred to in Financial Information

(To be printed in Company's Letterhead)

(Scanned copy of the Performance Reports to be uploaded at the time of submission of bid)

1. Name of work/project & location:
2. Agreement no.:
3. Estimated cost:
4. Tendered cost:
5. Date of start:
6. Date of completion:
7. Stipulated date of completion:
8. Actual date of completion:
9. Amount of compensation levied for delayed completion, if any:
10. Amount of reduced rate items, if any:
11. Performance Report:
 - (a) Quality of work: Outstanding / Very Good / Good /Poor
 - (b) Technical Proficiency: Outstanding / Very Good / Good /Poor
 - (c) Resourcefulness: Outstanding / Very Good / Good /Poor
 - (d) General Behavior: Outstanding / Very Good / Good /Poor

Date:

Signature of Superintending Engineer or Equivalent

6.8 Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company's Letterhead)

(Scanned copy of the Structure and Organization Document to be uploaded at the time of submission of bid)

1. Name & address of the bidder:
2. Telephone no./Telex no./Fax no.:
3. Email address for Communication.:
4. Legal status of the bidder (attach copies of original document defining the legal status):
 - (a) An Individual:
 - (b) A proprietary firm:
 - (c) A firm in partnership:
 - (d) A limited company or Corporation:
5. Particulars of registration with various Government Bodies (attach attested photocopy)
Organization / Place of registration Registration No.
 - 1.
 - 2.
 - 3.
6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization
8. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
9. Any other information considered necessary but not included above.

(Signature of of Bidder(s))

6.9 Declaration on Details of the Bidders

Proforma of Declaration on Details of the Bidders

(To be printed in Company's Letterhead)

(Scanned copy of the Performance Reports to be uploaded at the time of submission of bid)

DECLARATION

I/We,hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I/we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

Particulars of the bidder as per following details:

1	Name of the firm / organization	:	
2	Type of the firm / organization: Public Ltd. / Private Ltd. / Registered firm	:	
3	Registered address	:	
4	Address of office	:	
5	Contact people	:	
6	Name & Designation	:	
7	Landline & Mobile numbers	:	
8	E-mail IDs	:	
9	PAN No.	:	
10	GST No.	:	
11	EPFO Reg. No.	:	
12	ESIC Reg. No.	:	
13	Annual Turnover for the last 3 years (Enclose copies of audited balance sheet and P&L A/c.)	:	
13.1	2021-2022	:	
13.2	2020-2021	:	
13.3	2019-2020	:	
14	EMD Declaration attached with signature	:	
15	Has the applicant ever been required to suspend any project for a period of more than six months continuously after Commencement of work?	:	If so, give the name of the project and reasons of suspension of project

16	Has the applicant ever been convicted by a court of law?	:	YES / NO,If yes, give details of the case
17	Details of any litigation in which the applicant is/was involved.	:	
18	All forms submitted as desired in the bid	:	Yes / No
19	All forms submitted as desired	:	
	In the bid forms	:	
20	Integrity Pact	:	
21	Undertaking regarding subletting of work	:	

We further declare that our organization has not been blacklisted /delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

Date:

Signature of Bidder(s) with seal

6.10 Details of Similar Nature of Works Completed

Proforma for submission of Details of Eligible Similar Nature of Works Completed* during the Last Seven Years ending previous day of the last date of submission of tenders (Scanned copy of the Performance Reports to be uploaded)

The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula: Bidding Capacity = $[A \times N \times 1.5] - B$, where

A = Maximum turnover in composting works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of $7N$ = Number of years prescribed for completion of work for which bids has been invited. B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

The contractor needs to submit the supporting documents for calculation of A & B as above. For calculation of B , information is to be supplied in the following tabular format:

Sr.No	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address/ telephone number of officers to whom reference maybe made	Whether the work was done on back to back basis Yes / No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Date:

Signature(s) of Bidder with seal

6.11 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

The Dean Infrastructure and Planning

Subject: Submission of Tender for the work of “[Management of biodegradable waste at IIT Kanpur](#)”.

Dear Sir/Madam,

It is hereby declared that as per terms and conditions of this tender document, I/ We the bidder inspected and examined the subject site/zone and its surrounding and satisfy myself / ourselves as to the nature of the ground, sub-soil (so far as is practicable) and the surrounding before submitting the bid (which may require consideration of all necessary information as to risks, contingencies and other circumstances) which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. I /We bidder shall be responsible for arranging and maintaining at 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 me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Sincerely

(Duly authorized signatory of the Bidder)

6.12 Letter of Transmittal

To

The Dean, Infrastructure and Planning
Indian Institute of Technology Kanpur
Kanpur, UP - 208016

Name of Work: [Management of biodegradable waste at IIT Kanpur](#)

Dear Sir/Madam

Having examined details given in Notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We also authorize the Dean, Infrastructure and Planning, Indian Institute of Technology Kanpur or his representative(s) to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible completed works:

Sl. No.	Name of work	Amount	Certificate issued by
1.			
2.			
3.			
4.			

CERTIFICATE

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancelation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Signature(s) of Bidder with seal

7 Scope of work

Indian Institute of Technology Kanpur (IITK) is a Central Autonomous Organization under Ministry of Human Resource Development. The Institute campus is located at Kanpur, in a sprawling area of over 1050 acres. As per a recent estimate, the campus generates significant quantity of biodegradable waste per day. IIT Kanpur is seeking qualified and experienced agencies to provide composting services for all biodegradable waste generated within the campus as per the Scope of the work.

The primary objectives of this project are

1. To set up a well organized and eco-friendly technique for managing biodegradable waste within the IITK campus.
2. To minimize the amount of organic waste and horticulture waste sent to landfills and encourage sustainable waste management practices.
3. To generate high-quality compost that can be utilized for campus gardening, landscaping, or other relevant purposes.
4. To engage the campus community in composting initiatives, in order to foster a culture of sustainability.

The scope of work for the composting services includes, but is not limited to, the following activities:

1. Provision for composting
 - (a) Utilizing an on-site composting facility adhering with local rules & regulations and environmental recommendations.
 - (b) Supply of all mandatory equipment, machinery, and resources required for efficient composting procedure should be provided by the bidder.
 - (c) Implement appropriate odor control measures so that it does not create a problem for the campus community.
 - (d) Monitor and maintain suitable temperature, moisture, and aeration levels throughout the composting process.
2. Sorting and processing of waste and producing compost
 - (a) Biodegradable waste materials such as food waste, plant waste, and other eligible organic waste streams should be utilized
 - (b) The biodegradable waste shall be processed and treated for composting within the premises of IIT Kanpur.
 - (c) In order to facilitate the composting process the waste should be shredded or chopped into smaller pieces
 - (d) Ensure proper mixing of organic waste to achieve an optimal carbon-to-nitrogen ratio.
 - (e) To initiate and ensure proper decomposition and maturation of the waste.
 - (f) The traditional composting should ensure subsequent segregation of waste in the yard prior to composting if source-segregated waste is not received. The necessary civil infrastructure for supporting the composting activity (refer to map 1) like platforms,

sheds, water supply, electricity had already been provided by the Institute. However, the agency/firm has to bear the electricity charge, if any.

- (g) Time duration to convert the bio-degradable waste fraction into organic manure/biofertilizer following traditional composting process (with or without application of bioculture /inoculum or seeding) should be 3-4 weeks only. However, a lower demonstrated duration following traditional composting process is desirable.
- (h) The composting process should be odorless and should not affect the aesthetics of the surroundings of the composting yard/plant.
- (i) *The organic manure/bio-fertilizer produced shall first be made available to interested users of the Institute.*
- (j) Agency shall be responsible for operation and maintenance of the composting yard/plant. All consumable, tools, machineries like shredders, turner, aerators, sieving machine, etc., handling equipment, safety equipment, gloves, etc. shall be arranged by the agency for the composting process.
- (k) Biodegradable waste fraction shall be utilized on daily basis and it should not be kept dumped/unutilized for more than 3 hours.

Note: The scope of the works listed above is indicative only. The work has to be done as per the requirements and specifications.

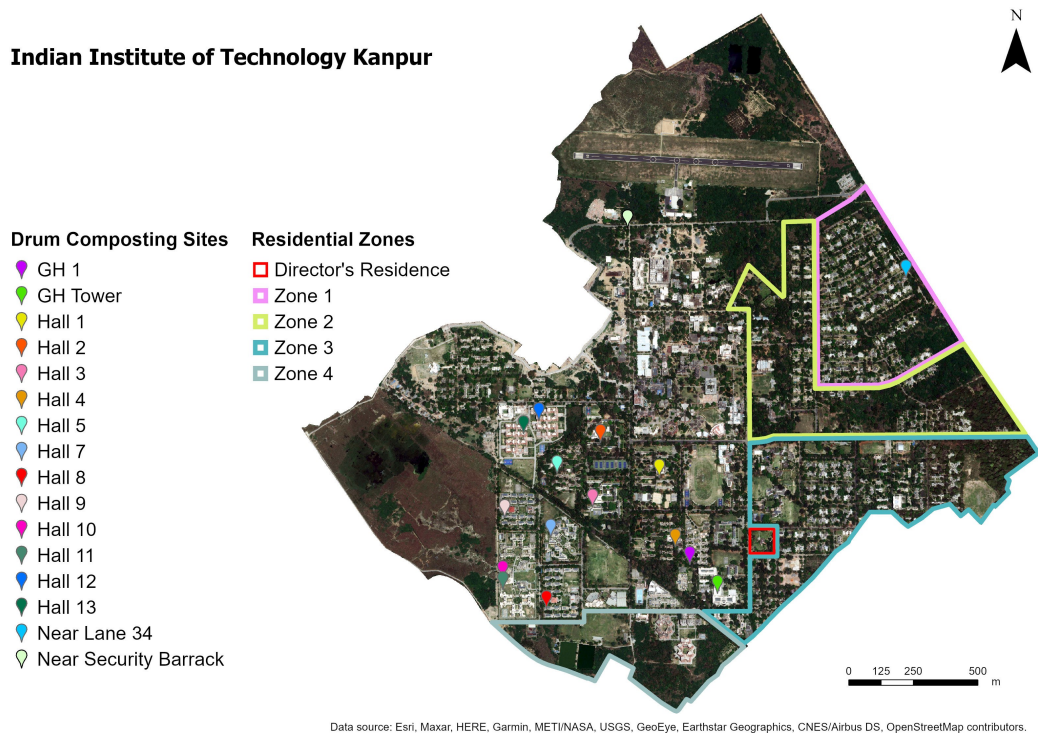


Figure 1: IIT Kanpur Campus map showing location of drum composting

Technical Standards

1. Quality of the compost produced
 - (a) Execute a quality control method to ensure the production of high-quality compost.
 - (b) It is desirable to conduct regular testing and analysis of compost samples to verify compliance with quality standards.
 - (c) Take remedial actions, if necessary, to correct any deficiencies in the composting process.
 - (d) Thorough records of composting activities, including input materials, processing details, and test results should be maintained.
2. Materials verification and usage
 - (a) The equipments used for composting should be first checked by the Engineer-in-charge before use.
 - (b) The contractor shall inform the Engineer in charge in advance, for verifying the amount of compost being produced from the biodegradable waste used.
 - (c) The compost produced shall be made readily available to IITK community at reasonable price, if there is a demand.
 - (d) The amount procured by the contractor on selling the compost should be informed to the EIC, supported with bills/receipts of sale and adjusted against the contract/bid amount.
3. Distribution of compost for Campus Demand
 - (a) Package and store compost in some proper receptacle for distribution within the campus.
 - (b) Initiate a distribution plan to supply compost to campus landscaping projects, gardening initiatives, or other relevant areas of the campus as per the need.
 - (c) Coordinate with EIC to facilitate the delivery and utilization of compost within the campus, if required.
 - (d) Provide appropriate instructions and guidelines on compost application to the campus community for ensuring optimal utilization.
4. The Institute desires that the campus residents to be educated and helped for composting. In this regards, the following two points are important:
 - (a) Prepare educational materials, such as brochures or posters, to promote awareness and engagement in composting initiatives.
 - (b) Provide support to the campus community, addressing any queries or concerns related to composting.
5. Technical Details
 - (a) Care should be taken to prevent unhygienic conditions during composting process in the designated area.

- (b) The methods for composting incorporated by the contractor may be changed within limits by the Engineer in charge though Dean, Infrastructure and Planning with proper scientific back-up documents as per the requisition put forward.
- (c) To manage the biodegradable waste, the institute has already set up 16 Drum Composting sites. This initiative is under solid waste management (SWM) rules 2016. These can be utilized by the contractor. No other equipment will be provided by the institute.
- (d) The contractor is also free to utilize any other suitable method for composting.

6. Specifications for composting

- (a) Biodegradable waste shall be utilized on daily basis and it should not be kept dumped/unutilized for more than 6 hours. Any technical constraint, if any, shall be discussed in pre-bid meeting.
- (b) The quality of the compost generated should comprise all the essential nutrients. Having periodic test report is desirable.
- (c) The compost should be free of pathogens. Having periodic test report is desirable.
- (d) The pH and moisture content of compost should be appropriate.
- (e) Having test certificate from an authorized organization to prove the superior quality of the compost formed time to time is desirable. The cost of such test will be borne by the contractor.

8 Conditions of Service Level Agreement

8.1 Maintenance of records

1. The tenderer should inspect and examine the site and its surroundings before submitting his tender.
2. The agency should maintain log book comprising of:
 - (a) Daily log of waste collected
 - (b) Daily log of manpower deployed
 - (c) Daily log of consumable used
 - (d) Daily log of manpower deployed
 - (e) Daily log of equipment/tools deployed
 - (f) Daily log of compost generated
 - (g) Daily log of compost sold

An appropriate format will be supplied by the Institute for this purpose and the data should be send by email to the Office of Infrastructure and Planning on a daily basis. Logs should be accessible to Institute officers. Failure to do so may result in delay in payments and adverse performance report along with imposition of fine of Rs. 1000/ per instance.

3. The Agency/ Firm shall give the services on all days round the period of contract as per the scope of the work. There will be no separate payment for National Holidays, e.g., Republic Day, Independence Day and Gandhi Jayanti, and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm.

8.2 Machinery and Tools

1. All safety gadgets ISI marked only are required to be provided to all workers.
2. All tools and equipment should be functional and in good working condition at all times.
3. Only documentary evidence will be acceptable for conditions and functionality of equipment.

8.3 Receiving instructions

1. All activities come under control of the Dean, Infrastructure and Planning through the Engineer-in-Charge(s) (EIC(s)). The contractors have to take the daily instructions, as required from the EIC(s).
2. The Dean, Infrastructure and Planning through the EIC(s) shall be authorized to give instructions to the Facility Manager of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender.
3. The working generally shall be carried out in accordance with the scope and as per directions of the Dean, Infrastructure and Planning through the EIC(s).
4. The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.

8.4 Manpower Deployment

1. The contractor shall engage only experienced and skilled artisan to execute good quality work.
2. The Facility Manager shall report to EICs on all working days and work as per his instructions and guidance
3. All staff to employ by the Agency/ Firm will be deployed in consultation with the Competent Authority through EIC(s) or his representative before their deployment for security clearance etc.
4. The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to Competent Authority through EIC(s).
5. The list of manpower along with their (i) bio-data in the prescribed format (to be provided along with LOA of the contract) and (ii) security clearance (format to be provided along with LOA of the contract) must be submitted to the Office of Infrastructure and Planning for final verifications and acceptance of documents during 07 (seven) days of the commencement of work by the agency. For new workers to be hired, such documentations are mandatory before hand.
6. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
7. Manpower as per agreed deployment should be available at all times as per direction of the Dean, Infrastructure and Planning through the EIC(s).
8. Personal grooming should be as per acceptable standards
9. The employees of Agency/ Firm shall be of good character and of health and shall not be below age 18 years and no worker will be allowed to stay in the Institute campus.
10. The Agency/ Firm will provide Name Address, Telephone No. & Photographs of its employees along with address proof, posted at IIT Kanpur to the Office of Infrastructure and Planning for records.
11. The Agency/ Firm will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Firm. Agency/Firm shall Maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
12. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm/Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Officer.
13. For claiming of EPF and ESI, 100% attendance should be marked in Biometric attendance machines to be arranged by the Contractor at selected locations of the campus (preferably in AMC offices). Attendance must be marked twice daily, once to mark arrival to office and the other to mark departure for the day. Attendance records showing the details should be emailed to the Office of Infrastructure and Planning on a daily basis. Registration to

the system for each worker can only be done after the approval of security clearance and acceptance of documents in Office of Infrastructure and Planning.

14. The fortnightly training of the workers is mandatory and same shall be conducted by the agency. The duly signed sheet by the workers shall have to be submitted to the Office of Infrastructure and Planning within two (02) working days of completion of training. Failure to do so may attract a penalty of Rs. 1000/ per instance.
15. The Agency shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Institute shall own no liability and obligation in this regard.
16. The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract.
17. The Agency/Firms shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
18. That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor shall the Agency/ Firm workers have right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Firm and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
19. None of the employees of the Agency/ Firm shall enter into any kind of private work at the different campuses of the Institute during working hrs.
20. Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the EIC(s).
21. Agency/ Firm must provide standard and clean liveries to its employees / staff with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/Firm or its deployed staff from the Institute for such items.
22. That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute.
23. The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall

have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract and a copy to be submitted to the Office of Infrastructure and Planning.

24. The employees of Agency/ Firm shall be bound to perform the assigned jobs by IIT Kanpur even though the same may not have been included in the Schedule of Services.
25. The worker should report for duty for 8-hours day excluding lunch break. The workers shall be allowed lunch break of 30 minutes a day.

8.5 Code of conduct for Personnel

The Agency shall strictly observe that its personnel:

1. Are always neatly dressed in uniforms.
2. Are punctual and arrive at least 15 minutes before start of duty time.
3. Take charge of duties properly and thoroughly and be vigilant all the time.
4. Perform their duties with honesty and sincerity.
5. Read and understand their post and site instructions and follow the same.
6. Extend respect to all including students, officers and staff of the Institute.
7. Shall not drink on duty or come drunk and report for duty.
8. Will not gossip while on duty.
9. Must not be found sleeping while on duty.
10. Will immediately report if any untoward incident/misconduct occurs, to the control room of the Agency and Institute security.
11. Get themselves checked by security personnel whenever they go outside the Institute campus.
12. In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty, which the party of the first part may deem fit.
13. IIT Kanpur is a 'No SMOKING ZONE' The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus. Any violation will be treated as per existing rules of IIT Kanpur.
14. The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.
15. Institute has a policy against sexual harassment and is committed to providing an environment free from sexual harassment of women at the workplace. Contractor shall have to

abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.

16. The Facility Manager shall ensure that the site of work is properly maintained.

8.6 Deduction of Penalties

1. The penalties imposed shall be submitted along with the monthly bill.
2. Total penalties imposed in a month shall be deducted from the monthly payments due to the contractor.
3. In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through EIC(s).

8.7 Performance evaluation

The performance of the agency will be evaluated on the basis of

1. Feedback of students/staff/faculty/guests knowledgeable about the composting process.
2. Time taken to respond and resolve the complaints of composting.
3. Rating given by an internal committee to assess the performance based on predefined parameters.
4. Number of complaints received during the period of evaluations.
5. Amount of penalty levied on the agency.

8.8 Change of Scope and Termination of Contract

1. Institute reserves the right to immediately step in and to carry out a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the Agency without resorting to the formalities of issuing notices, etc., for rescinding the contract and the Agency would have no claim for compensation in such cases.
2. The Institute can increase and decrease the scope of the contract, and also depending on change in functioning of Institute facilities with prior notice of 30 days. The increase/decrease in the scope of the contract would accordingly affect the billing on pro-rata basis.
3. The contract can be terminated at any time by giving notice in writing on account of any of the following reasons:-
 - (a) On account unsatisfactory performance
 - (b) Breach of contract clauses
 - (c) Persistently neglect to carry out his obligations under the contract
4. When the Agency/Firm has made himself liable for action under any of the cases aforesaid, the Dean, Infrastructure and Planning on behalf of BOG, IIT Kanpur shall determine the contract as aforesaid (of which termination notice in writing to the Agency/ Firm under the hand of the Competent Authority shall be conclusive evidence) upon such determination,

the Security Deposit & PBG shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Kanpur. In the event of above courses being adopted by the Institute, the Agency/ Firm shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.

8.9 Rates

1. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
2. In case the same item (s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ / Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.
3. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure of this reason. The contractor has to increase the manpower or other tools etc. to do the work as per the scope of the work provided to him at his own expenses. Nothing shall be paid on this account.

8.10 TERMS OF PAYMENTS

Monthly Account Payment shall be processed only after submission of document of payment of wages to the workers and submission of contribution receipts of EPF & ESI of workers as applicable. Bidder should note that necessary documents (PAN card, Cancelled cheque, GST Reg. proof and RTGS mandate form as per prescribed proforma of IIT Kanpur) be submitted as soon as the work is awarded to them. Separate Contractor's Code shall be generated in IIT Kanpur if the bidder is a new contractor to IIT Kanpur ('Code' is perpetual in nature). Payment shall be processed after submission of Invoice and necessary documents / certificates (as mentioned in the NIT). [There is a prevailing practice of pre-audit of bills at IIT Kanpur before releasing payment. Bidder shall have to comply all necessary documents as outlined in the Contract as to be desired by the Auditor and or by the accountant. It may take one month in the whole process \(from submission / acceptance of bill in CMB by the contractor up to processing by Accounts section\) to release payment subject to quick compliance of all submittals by the contractor.](#) Applicable Taxes shall be got deducted from the bill as per prevailing orders of the Government. 'GST part of the bill' shall be released after submission of proof of payment of GST, i.e., B2Bchallan, etc. by the contractor.

8.11 Bill

1. The Agency shall submit relevant documents for monthly bill as listed below:
 - (a) List of employees with daily log sheet of manpower engaged by the agency during the month.
 - (b) The proof of wages paid. The Agency shall ensure that wages are paid in full to all the employees with all the benefits such as ESIC and EPF. Daily wages to be paid to the workers shall not be less than the Minimum Daily Wages notified / fixed by

Labour Department of Central Govt. from time to time under any circumstances. The payment should be made through RTGS a record of that should be kept in a Register which may be examined by the Institute at any time.

- (c) The Agency/Firm shall make payments to his employees with details on pay slips Which should be given to his employees at the time of payment and copy of the pay slip to be submitted to IIT Kanpur every month for records.
 - (d) Copies of authenticated documents of payments of such contributions to EPFO/ESIC & attendance of all workers as per biometric machines.
 - (e) A Separate challan must be submitted for the payments of ESI & EPF of its employees deployed only at the Institute for the specific work agreement.
 - (f) The Agency shall also prepare a register indicating all payments/dues in respect of all the employees and submit a copy along with the monthly bill.
 - (g) The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
2. [The Agency shall submit to Institute monthly bills by or before the 7th day of following month with all supporting documents.](#)
 3. All taxes and levies as per Central/State laws and rules will be deducted/payable from/on the gross amount of the bill during the contract period.
 4. Minimum wages rates shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to the Government notification so as to enable the Agency to meet the statutory obligation. Necessary proofs of such actual payment made As a result of Govt. notification of the previous month shall be submitted by the Agency to the Office of Infrastructure and Planning through EIC(s) by the following month, failing which the bill be kept pending.
 5. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
 6. EPF & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed.
 7. The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of work of the campus from the Competent Authority though EIC(s).
 8. Agency/ Firms will apply to the Labour Commissioner for obtaining a Labour License as applicable and nothing extra shall be paid, to Agency by IIT Kanpur. Agency/ Firms will submit a copy of license to Competent Authority through EIC(s).
 9. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk

and cost of the Agency/ Firms.

8.12 Quality and Workmanship

1. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
2. It will be the responsibility of the contractor / bidder to ensure use of genuine materials in the work. The department reserves the right to get (any / all materials) inspected by authorized representatives at any stage of the execution of work. If any of the materials, supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.
3. The department may ask for any valid document like compost test certificate, document for purchase of any material, etc. as deemed fit by the EIC(s) to ascertain genuinity of material supplied by/used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered/ with held from subsequent running account payment.
4. All equipment and their components, and all the materials to be used in the work shall be suitable for the environmental conditions at the location of the work.
5. No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises.
6. The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules.
7. The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute.

8.13 Stocking and Disposal of Materials & Debris

1. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place.
2. The Agency shall do all activities as per the scope of the work at the locations specified by the Institute and shall not stack garbage elsewhere of the Institute land or road or on the land owned by any other. Non-compliance will attract severe penalty.
3. After completion of work the agency shall remove any unwanted/scrap materials from site as per the direction of Engineer-in-Charge, at no extra cost.

8.14 Safety and Security

1. All the workers shall be equipped with the required safety materials while working at site.
2. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him.

3. The Institute shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipment by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.
4. The Agency/ Firm shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.

8.15 Water and Flooding

1. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
2. The water charges (for water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the Institute or any other statutory body, the consequent sewerage charges shall be borne by the contractor.

8.16 Responsibility of the Institute

Once the contract is awarded, the Institute will provide the following to the agency:

1. Space (as available) for setting up of a control room/and storage for consumable/equipment
2. Internal EPABX line to be used as a helpline for all telephonic communications

8.17 Natural calamity

No payment will be made to the contractor for any damage caused by rain, snow fall, floods, dampness, fire, sun or any other natural cause whatsoever during the execution of work. The damage to the work due to above reason, if any, shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

8.18 Nondisclosure Agreement

1. The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Institute business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements) and/or business of the Institute. The obligation is not limited to any Scope and the Agency shall be held responsible in case of breach of the confidentiality of Institute's information.
2. If the Agency receives enquiries from Press/Media/Radio/Television or other bodies/persons, the same shall be referred by the Agency to Institute immediately on receipt of such queries.

8.19 Acts and Laws

1. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction

or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

2. The Agency shall comply with all orders and directions of the local bodies or Municipality, issued in accordance with law, and abide by their rules and regulations and pay all fees and charges, which they may be liable to pay.
3. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
4. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges, as applicable) payable to such authorities for carrying out the work, shall be borne by the Contractor.
5. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Institute and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself/herself or by his/her employees or his/her authorized representatives. Nothing extra shall be payable on these accounts.
6. The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.
7. Agency/Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Firm, and it shall not involve the Institute in anyway whatsoever.
8. In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
9. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute. Agency shall hold valid labour license during the contract period.

8.20 Labour and Laws

1. The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at the office.
2. Huts for labour are not permitted within the premises of the Institute. No extra cost shall be payable even if the contractor provides such accommodation at a place as is acceptable to the local body.
3. The Agency awarded the work shall comply with all applicable laws, Ordinance, Rules & Regulations prescribed in Contract Lab or (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI Act, 1948, Payment of Wages Act, 1936 Workmen Compensation Act,

1923, Employees liability Act 1978, Industrial Dispute Act 1947, Maturity benefit Act 196, Shops and Establishment Act and all other applicable labour laws in respect of this contract and shall pay at its own cost all charges and levies and deposits in connection there with and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employee Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, amended from time to time and rules framed here under and other labour laws affecting contract labour that may be brought in to force from time to time.

4. The Agency shall take, at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the aforementioned services to be rendered to Institute and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall not be canceled till the Competent Authority through Engineer-in-Charge permits and agrees to it. The Agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act/law which the Agency is bound to follow.

8.21 Indemnification:

1. The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency.
2. That the contractor shall keep the IITK indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed to contest the case, IITK will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IITK on demand. Further, the contractor shall ensure that no financial or Any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect.

8.22 Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event

has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.

8.23 DISPUTE RESOLUTION

1. The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the agency in due course.
2. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996 and its amendments. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
3. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.

8.24 Arbitration

1. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator, to be appointment by the Director of the Institute at the time of the dispute.
2. If the Arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de- novo.
3. It is a term of the Agreement that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
4. It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
5. The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.
6. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.
7. Except as otherwise provided anywhere in this Agreement, the Arbitration proceedings shall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.

8.25 Jurisdiction of Courts

The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction to try any as all the disputes(s) between the parties arising out this Agreement.