

Name of work

Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.

BID DOCUMENT



OFFICE OF SUPERINTENDING ENGINEER,
IWD INDIAN INSTITUTE OF TECHNOLOGY

KANPUR, JANUARY 2025

Indian Institute of Technology Kanpur

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Superintending Engineer

1 Notice Inviting e-Tenders

The Superintending Engineer on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online [percentage rate tenders from Original Equipment Manufacturers of Trane make Chillers i.e. M/s Trane or their valid authorized dealers, satisfying the eligibility criteria mentioned in the document..](#)

NIT No: [49/AC/EE/2025](#)

1	Name of work	: Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur...
2	Estimated Cost exclusive of GST	: Rs. 1,22,87,751/-
3	Earnest Money Deposit (Rs.)	: Rs. 2,45,755/- (In Favour of Director, IIT Kanpur)
4	Duration of contract	: Twelve (12) months
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.

Superintending Engineer

2 Information and Instructions for Bidders for E-Tendering

The Superintending Engineer on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online percentage rate tenders from Original Equipment Manufacturers of Trane make Chillers i.e. M/s Trane or their valid authorized dealers, satisfying the eligibility criteria mentioned in the document

2.1 Schedule

1	Name of organization	: Indian Institute of Technology Kanpur
2	NIT No	: 49/AC/EE/2025
3	Location	: Indian Institute of Technology Kanpur
4.	Tender / Quotation type (open / limited / EOI / auction / single)	: Open
5.	Tender / Quotation category (services / goods /works)	: Works
6.	Type of Contract (work / supply / auc- tion / service / buy / empanelment / sell)	: Works
7.	Form of contract (IITK-7/8)	: IITK-7
8.	Work Category (Electrical /Ac/Civil)	: AC
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)	: Rs. 2,45,755/-. Scanned copy of the proof of EMD deposition to be uploaded with the tender. The hardcopy of the EMD receipt shall be submitted in the office of Executive Engineer IWD IIT Kanpur

19. Non- Refundable Processing Fee (Inclusive of GST @18%) as given in section 5.1	Rs. 40000/- for Non MSME/NSIC/Startup and Rs. 10000/- for MSME/NSIC/Startup to The Registrar, 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 5.1
<hr/>	
20. No. of Bids / Covers (1 / 2 / 3 / 4)	: 2
<hr/>	
21. Address for communication	: Office of Executive Engineer IWD, Indian Institute of Technology Kanpur, Kanpur, U.P. Pin - 208016, Tel: 0512-259-7059
<hr/>	
22. e-mail address	: vktiware@iitk.ac.in
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The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

1. Information and instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of drawings, specifications, schedule of quantities of items to be executed, schedule of stages for payment as applicable and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded free of cost from www.eprocure.gov.in
3. But the bid can only be submitted after deposition of e-processing fee and proof of submission of EMD.
4. Those contractors not registered on the website mentioned above, are required to get re- gistered beforehand. Only e-bids shall be accepted on website CPP portal through e- tendering processes.
5. The intending bidder must have valid Class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. 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.

9. 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.
10. 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 work.
11. All modifications/addendums/corrigendum issued regarding this bidding process shall be uploaded on website only.
12. 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.
13. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, duties, levies, etc. exclusive of GST required for execution of the work.
14. Income tax & labour cess shall be deducted as per prevalent law from your monthly running bills.
15. If the work involves addition/upgradation/alteration/renovation the work shall be in compliance with 3 Star GRIHA rating and as per environmental policies of Institute. Nothing extra shall be payable on this account.
16. The enlistment of the contractors, if applicable, should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
17. The description of the work is as follows: “**Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.**”
18. The work is estimated to cost **Rs. 1,22,87,751/-**. However, this estimate given is mere approximation for guide.
19. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
20. The time allowed for carrying out the entire work will be **Twelve (12) months** from the date of start as defined in Schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing as detailed in special conditions of contract in the bid document. It may be extended for 2nd & 3rd year provided the maintenance/operation is proper/satisfactory on the same rate, terms & conditions, which will be examined by a committee at the end of the year. However IIT Kanpur will not be bound to extend the period.
21. The contract shall be drawn initially for a period of 12 (Twelve) months and can be extended

for two more years. However the Institute reserves the right to terminate and completely extinguish the service contract within this period from the date of commissioning. It will however issue 1 (one) month advance notice in writing of its intention to do so. The Institute reserves the right to appoint another agency for service contract from the date of termination of contract.

22. The listed tools in BOQ will have to be provided within one month from the award of the contract.
23. The sites for the work will be handed over as per the special terms and conditions of the document.
24. An approved programme of completion submitted by the contractor after award of work based on the available / to be available works for addition/alteration/upgradation.
25. The bid document consisting of NIT, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in free of cost.
26. 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.
27. 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.
28. Earnest Money Deposit receipt scanned copy shall be uploaded to the e-Tendering website within period of submission.
29. 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 5.1 under Section Various Forms and Formats.
30. Copy of Enlistment Order and other documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.
31. The bid submitted shall be opened at as per the details provided in the CPP portal at IWD office. The date of opening of Financial Bid shall be informed through web site after the opening of technical bid.
32. 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.
33. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% of tendered value within the period specified in Schedule F. 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.

34. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the 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.
35. 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 and program chart (Time and Progress) within the period specified in Schedule 'F'.
36. Intending Bidders are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, making proper arrangements to the site for smooth operation, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidder shall be deemed to have full knowledge of the sites whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. **The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.** Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.
37. Intending Bidders are advised to get familiarized with the specifications /rules related (i.e., **Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.**) to the work as approved by the competent authority and various policies related to c&d waste and other environmental guidelines of the institute pertaining to the. 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. In case of reduction of scope of work or no work is possible to carry out on account of such issues, no cost shall be payable to them. Submission of a bid by the bidder 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.
38. 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.
39. 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.
40. 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.

41. 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 also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Office of Infrastructure and Planning/ Institute Works Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
42. 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.
43. 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
44. 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, sign the contract consisting of 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
45. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.
46. The bid document will include the following components:
 - (a) CPWD-7 and CPWD-6 including Schedule A to F for all the components of the work, Standard General Conditions of Contract for CPWD 2023 as amended/modified up to last date of submission of the bid.
 - (b) General / specific conditions, specifications applicable to all components of the work.
47. After acceptance of the bid by competent authority, Superintending Engineer issue letter of award on behalf of the Board of Governors to the contractor. After the work is awarded, the contractor will have to enter into one agreement with Superintending Engineer. One such signed set of agreement shall be handed over to Engineer-In- Charge.
48. The requirement of technical staff given in various specialized works is as per requirements given in clause 32 of NIT document. The actual deployment of these technical staff will be as per execution of work and direction of the Superintending Engineer, IITK. In case of non-deployment, a penalty of Rs. 25,000/- per month shall be levied from the contractor.
49. Running bill and final bill for components shall be facilitated by Engineer-in-Charge to the

contractor.

50. The work shall be treated as complete when all the components of the work are complete.
51. It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.
52. 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.
53. 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.
54. The work is urgent as requested by client/Institute and to be completed strictly in given time schedule as per special terms and conditions. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditures on account of this reason. Nothing shall be paid on this account.
55. The competent authority on behalf of the Board of Governors reserves the right to terminate the contract if,
 - (a) Any violation of labour law has been observed.
 - (b) Any of the worker engaged in the works under this contract is found also engaged in other service contracts of the Institute at the same time.
56. The competent authority on behalf of the Board of Governors reserves the right to disqualify an agency for
 - (a) Non-compliance of Institute orders
 - (b) Violation of Institute policies as established by the Competent Authority in the best interests of the Institute.

a. 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. 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).

4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by 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.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. 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>.

Executive Engineer,
Institute Works Department

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 for evaluation :

1. Scanned copy of EMD
2. Scanned copy of Certificate of OEM of Trane make chiller i.e. M/s Trane or their valid authorized dealership certificate issued by OEM with Digital Signature only.
3. Proof of submission of Processing Fees [as per 5.1](#)
4. GST Registration Certificate or GST Undertaking [as per 5.2](#)
5. EPF & ESI Registration
6. Copy of PAN card
7. Affidavit for not being blacklisted/debarred/restrained [As per 5.3](#)
8. Performance report of works executed [as per 5.4](#)
9. Structure and Organization of the Agency [as per 5.5](#)
10. Declaration on Details of the Bidder(s) [as per 5.6](#)
11. Details of Similar Nature of Works Completed [as per 5.7](#)
12. Declaration about Site Inspection [as per 5.8](#)
13. Enlistment Order of the Contractor in appropriate class and category issued by CPWD or others or specialized agencies
14. Tender Certificate [as per 5.09](#)
15. Tender Acceptance Letter [as per 5.10](#)
16. Letter of Transmittal [as per 5.11](#)
17. [CPWD-7 as per 5.12](#)
18. Turnover and Other Financial statement of the Agency [as per 5.13](#)
19. Solvency certificate as per [5.14](#) **Or** Scanned copy of Net Worth Certificate from certified Chartered Accountant as per [5.15](#)
20. In case of valid authorized dealership, certificate issued by OEM with Digital Signature shall be as per [5.16](#)
21. Integrity Pact should be signed and scanned copy of the same shall be uploaded along with technical bid. At the time of award of the work the hard copy of the same on a non-judicial Stamp Paper of Rs.100/- shall be submitted which shall be the part of the contract agreement.

The hard copy of earnest money deposit receipt (EMD) shall be submitted in the office of Executive Engineer Elect & AC, Central office IWD IIT Kanpur before the opening of the technical bid on **21.02.2025 till 3:30 PM**. In absence of the EMD in hardcopy, the bidder shall be not eligible for opening of their technical bid and shall be rejected..

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.

Eligible Bidders

Eligible bidders should satisfy the following criteria for an eligible bid:

1. Average annual financial turn over:

- i Average annual financial turnover of works should be at least 100% 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.

- ii. Solvency Certificate- 40% of the estimated cost put to tender **Or** Net Worth Certificate from certified Chartered Accountant as per 5.15

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 **19.02.2025**.

And

One completed work of similar nature costing not less then the amount equal to 40% of the estimated cost put to tender with Central Government Department/ Central Autonomous Body/Central Public Sector Undertaking/ State Government Department.

Definition of similar work: Similar type of work means “**Annual operation & maintenance work of Trane make Chillers of at least 4 X 400 TR capacity or above in central AC plants.**” done with any Central Government Department / Central Autonomous Body /Central Public Sector Undertakings /State Government / Establishment of repute in last 7 years.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from date of completion to previous day of last date of submission of bids.

3. Eligible bidders must also satisfy the following conditions and ensure submission of all documents mentioned in 2.3

1. **Legal:** Unregistered Partnership Firm and Joint Venture or Consortium are not eligible.
2. **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.
3. **Office:** Bidders have to establish its local accessible office registered with local GSTIN at IIT Kanpur to run the awarded work.

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/declarations are liable to be rejected without notice

4.2 Financial Bid Evaluation

For financial bids, the following points shall be followed:

- After evaluation of Pre-Qualification Documents, a list of short listed agencies will be prepared.
- Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives, if present.
- The bid shall remain valid for **Ninety (90) days** from date of opening of eligibility bids/Technical bid.

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 Various Forms and Formats

5.1 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 fess as per the following details:

NIT No	:	49/AC/EE/2025
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

5.2 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)

5.3 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 any 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)

5.4 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

5.5 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 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 Bidder(s))

5.6 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	Copy of EMD receipt with signature	:	
14	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
15	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes, give details of the case
16	Details of any litigation in which the applicant is/was involved.	:	
17	All forms submitted as desired in the bid	:	Yes / No

18 Undertaking regarding no 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

5.7 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

The contractor needs to submit the supporting documents 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

5.8 Declaration About Site Inspection

Declaration about Site Inspection

(By Bidder)

To

The Superintending Engineer

Subject: Submission of Tender for the work of “Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant 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 and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and 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)

5.9 **Certificate for Tender**

(To be given on Company Letter Head)

Date:

To,
Superintending Engineer
IIT Kanpur-208016

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No:

Name of Tender / Work:

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

5.10 Tender Acceptance Letter

(To be given on Company Letter Head)

To,
Superintending Engineer
IIT Kanpur-208016

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

- 5.10.1 I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:as per your advertisement, given in the above mentioned website(s).
- 5.10.2 I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No..... to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 5.10.3 The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 5.10.4 I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5.10.5 I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
- 5.10.6 I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

(Signature of the Bidder, with Official Seal)

5.11 Letter of Transmittal

To

The Superintending Engineer
Indian Institute of Technology Kanpur
Kanpur, UP - 208016

Subject: Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant 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.

- 5.11.1 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
- 5.11.2 I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 5.11.3 I/We also authorize the Executive Engineer, 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.
- 5.11.4 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

5.12 CPWD-7

CPWD-7

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the “Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.”

- 5.12.1 To be uploaded as per details uploaded in CPP portal at www.eprocure.gov
- 5.12.2 To be opened in the presence of tenderers who may be present at the time of opening in the office of Executive Engineer, Institute Works Department IIT Kanpur.
- 5.12.3 The pre-qualification/Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

TENDER

((To be signed in Company's Letterhead))

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions of Contract (For construction works) 2023, CPWD SOP 2024 corrected up to the last date of bid submission, CPWD works manual 2024 corrected up to the last date of bid submission and clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

A sum of **Rs. 2,45,755/-** is here by forwarded in receipt treasury challan/ Deposit as call receipt of a scheduled bank / Fixed deposit receipt of scheduled bank/ Demand draft of a scheduled bank/ bank guarantee issued by scheduled bank as earnest money deposit. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period, I/ we agree that the said Board of Governors, IIT Kanpur or his successors in office shall without prejudice to any other right or remedy to be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence the work as specified, I/we agree that Board of Governors, IIT Kanpur or his successor in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to the tender documents upon the terms & condition contained or referred to therein and to carry out such deviations as may be ordered, up

to maximum of the percentage mentioned in schedule “F” and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further, If I/we, withdraws tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after the last date of submission of bids, then the Institute shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

Further, I/we agree that in case of forfeiture of earnest money or both earnest money & performance guarantee as aforesaid, I/we shall be debarred for participation in the retendering process of the work.

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

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

Date:

Signature(s) of Contractor(s) with

Seal

Address:

Occupation:

5.13 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	2021-22	2022-23	2023-24
Gross Annual turnover			
Profit/Loss			

.....
Signature of Chartered Accountant with Seal

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

5.14 Banker's Certificate from a scheduled Bank

Proforma of Banker's Certificate (Solvency) 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.

5.15 Net Worth Certificate by certified Chartered Accountant

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

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

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.03.2024 is Rs.(Rupees.) after considering all liabilities.. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on 31.03.2024.

.....
(Signature of the Chartered Accountant)

.....
(Name of the Chartered Accountant)

.....
(Membership No. of ICAI)

.....
(Date & Seal)

5.16 Original Equipment Manufacturer Undertaking

Proforma of OEM undertaking

(To be printed in Letterhead of OEM and digitally signed)

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

We, M/s Trane, Original Equipment Manufacturer (OEM) of Trane make Chillers insuring to provide full service support including spare parts, software supports and technical supports for the work “.....” vide Tender No. to tenderer M/s(M/s Trane’s Authorised Service Dealer) and we also ensuring to provide service supports throughout the AMC period.

.....
(M/s Trane.)

Authorized Digital Signatory

6 Proforma of Schedules

PROFORMA OF SCHEDULES (Tender)

6.1 SCHEDULE 'A': Schedule of Quantities

Schedule of Quantities : BOQ uploaded
separately

6.2 SCHEDULE 'B': Schedule of materials to be issued to the contractor

Schedule of materials to be issued to the contractor: NIL

6.3 SCHEDULE 'C': Tools and plants to be hired to the contractor

Tools and plants to be hired to the contractor: NIL

6.4 SCHEDULE 'D': Extra schedule for specific requirements/document for the work, if any

Extra schedule for specific requirements/document for the work, if any: NIL

6.5 SCHEDULE 'E': Reference to General Conditions of Contract

Reference to General Conditions of Contract	:	General Conditions of Contract 2024 for Construction Works & Maintenance work and as amended / modified up to the last date of submission of Bid.
---	---	--

Name of Work	:	“Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.”.
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Total Estimated cost of work	:	Rs. 1,22,87,751/-
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Earnest Money	:	Rs. 2,45,755/-
---------------	---	----------------

Performance Guarantee	:	5% of tendered value
-----------------------	---	----------------------

Security Deposit	:	2.5% of tendered value. It will be deducted from each bill on the respective billing amount. Same would be released after successful completion of One month defect liability period and clearance of all dues i.e. EPF, ESI & wages etc .
------------------	---	--

6.6 SCHEDULE 'F': General Rules and Directions

GENERAL RULES & DIRECTIONS:

Officer Inviting tender: Superintending Engineer, IWD

6.6.1 Definitions

1 Inviting Authority	:	Superintending Engineer, IWD
2(v) Engineer-in-Charge	:	Executive Engineer
2(viii) Accepting Authority	:	DOIP/SE
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	10%
2(xi) Standard Schedule of Rates	:	Current Minimum Central labour wages Rates central Govt. and market rate for other items.
2(xii) Department	:	Institute Works Department, IITKanpur
9(ii) Standard CPWD Contract Form	:	General Conditions of Contract 2024, SOPs 2024, CPWD Works manual 2024 updated till last date of tender submission CPWD Form 7 as amended / modified up to the last date of submission of Bid. The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows: a- The Quoted rates should be exclusive of GST. b- The GST as applicable shall be paid extra.

6.6.2 Clauses

Clause 1

- i. Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of the letter of acceptance : **7 days**
-
- ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the Period provided in (i) above : **7 days**

Clause 1A : **Applicable. The Defect liability period shall be One month from the date of handing over of the assigned works to the user/Institute and clearance of all dues i.e. EPF, ESI & wages etc.**

Clause 2
Authority for fixing compensation under Clause 2 : Dy. Director/Director, IIT Kanpur

Clause 2A
Whether Clause 2A shall be applicable : YES

Clause 5	:	
(i): Number of days from the date of issue of letter of acceptance for reckoning date of start	:	15 Days
ii: Milestones	:	Time allowed for execution of work alongwith the amount to be withheld in case of non-achievement of milestone are shown in Tables 6
Clause 6: Computerized Measurement Bill	:	Applicable
Clause 7	:	Not Applicable
Clause 10A	:	Applicable
Clause 10B (ii)	:	Not Applicable
Clause 10B (iii)	:	Not Applicable
Clause 10C	:	Not Applicable
Clause 10CA	:	Not Applicable
Clause 10CC	:	Not applicable
Clause 11	:	CPWD Specification 2019 Vol. I &II, and latest CPWD specifications of all E&M items, with correction Slips issued up to the last date of receipt of tenders (herein called CPWD Specifications also) and as per NIT for E&M works. Specifications to be followed for execution of Civil work and E&M works
Clause 12: Type of work	:	Original Work
Clause 12.2 & 12.3: Deviation limit beyond which clause 12.2 & 12.3 shall apply for Building work	:	Not Applicable
Clause 16 Competent Authority for deciding reduced rates: For Civil items and For Electrical items of work	:	As per Table 7
Clause 17 - Defect liability period completion of contract whichever is later	:	One month and those listed in Special Conditions of Contract
Clause 18 - List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	As per the scope of the work
Clause 32 - Requirement of Technical Representative(s)	:	As per Table 9

If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited.

Table 6: Major milestones of the project

Sl. No.	Description of Milestone (Physical)	Time allowed from date of start	Maximum Duration of work	Amount to be withheld in case of non-achievement of milestone(% of composite tendered amount)
1	Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur.	12 Months	12 Months	1.0

The detailed program chart approved by the engineer-in-charge shall indicate how the resources will be deployed by the contractor to maintain desired progress and for the completion of the work within the specified period. If the submitted program is approved, the milestone shall be redefined accordingly by the [Superintending Engineer, IWD Indian Institute of Technology Kanpur](#). The amount to be withheld in such a case, for non-achievement of milestone(s), shall remain unaltered i.e., 1% of tendered amount.

Time allowed for execution of work: Twelve (12) months

Table 7: Authority to decide

(i)	Extension of time (EOT)	:	SE, IIT Kanpur
(ii)	Rescheduling of milestones	:	Superintending Engineer, IWD, IIT Kanpur
(iii)	Shifting of date of start in case of delay in handing over of site	:	Superintending Engineer, IWD, IIT Kanpur

Table 8: Materials for which all India Wholesale Price Index to be followed

Sl.No	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price (without GST) of Materials, covered under clause 10 CA
	Portland Pozzolana		
1	Cement (PPC)/ Ordinary Pozzolana Cement	Nil	Nil
2	Steel for Reinforcement TMT Fe 500D Primary	Nil	
3	Manufacturer Structural Steel (Primary producers)	Nil	Nil

Table 9: Requirement of Technical staff as per Clause 32

Sl. No.	Qualification	Number	Minimum Experience in Year	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32
1	Graduate/ Diploma (Electrical/ Mechanical)	1	5 Yrs	Project Planning/ Construction/ Quality/ Billing Engineer (Elect/Mech)	Rs. 15000 (Rupees Fifteen Thousand only) per month, per person

Note: Project/Site Engineer for Electrical /AC work mentioned must be required from the beginning of the work to meet the date of handover of site as per special terms and conditions. The details of the appointed site engineers have to be verified and approved by Engineer-in- Charge.

7 Scope of work

7.1 Brief of the works

1. Annual operation and maintenance contract on round the clock basis of M/s Trane, Make 9 x 400 TR screw compressor water cooled chillers, chiller pump, condenser pump, cooling towers, water softener, expansion tank etc. at IWD and ACMS central AC Plant at IIT Kanpur. As specified in BOQ.

Terms & Conditions for annual operation & maintenance contract of High side and low side equipments.

ANNUAL OPERATION AND MAINTENANCE CONTRACT OF 4X400 TR CENTRAL AC PLANT NEAR ACMS BUILDING AND 4X400 TR AC PLANT NEAR IWD OFFICE.

Scope of Work & Special Conditions

For the Annual Operation and Maintenance Contract (AOMC) of 4X400 TR central AC plant near ACMS building and 5x400 TR AC plant near IWD office, the following are the scope of works and special conditions of contract.

1. The under mentioned equipment are covered in the scope of Annual Operation and Maintenance Contract;
 - (i) **For the AC Plant installed near ACMS Building;**
 - a) 4 Nos. Screw Compressor of 400 TR capacity with Refrigerant R-134a gas complete with Motors, Condensers, Chillers with Microprocessor Controllers, Power & Control Cabling, Pipe Lines, Valves also covered under the scope of work.
 - b) 5 Nos. Condenser Water Pumps along with motor.
 - c) 5 Nos. Chilled Water Pumps along with motor.
 - d) 6 Nos. induced draft Cooling Towers complete with fan, pipes, strainer, makeup water tank (overhead & underground and its pumps) etc.
 - e) 4 Nos. Main Electrical Panels for incoming outgoing feeders to all drives in the plant room auto transformer start for compressor & all starter panels etc. all repairs on electrical items are included. In case of replacement of major part/component because of normal wear & tear is required that shall be arranged by the Institute.
 - f) Capacitor Bank Panel.
 - g) 1 No. Water Softening Plant outside the plant (ION Exchange make).
 - (ii) **For AC Plant installed near IWD office;**
 - a) 5 Nos. Screw Compressors of 400 TR capacity with Refrigerant R-134a, Gas Motors, Condensers, Chillers with Microprocessor Controllers, Power & Control Cabling, Pipe Lines, valves also covered under the scope of work.
 - b) 5 Nos. Condenser Water Pumps along with motors.
 - c) 5 Nos. Chilled Water Pumps along with motors.
 - d) 4 Nos. Induced Draft Cooling Towers complete with fan, pipes, strainer, make up water tank.
 - e) 15 Nos. Starter Panels for incoming and outgoing feeders to all drives in the plant room.
 - f) 1 No. Water Softening Plant outside the plant.

2. The following works are covered in the Scope of work of Annual Operation and Maintenance Contract;
 - (i) To keep the equipments neat & clean conditions,
 - (ii) Operation the HVAC system on 24 Hrs. per day operation basis (i.e. 24x7 including holiday and sunday)
 - (iii) Recording the readings of pressure gauges and temperatures both at inlet and outlet, current voltage etc. all other relevant parameters in the log book. Maintain a maintenance register for day to day maintenance of AC plant.
 - (iv) Checking and setting directions of different rotary equipments of AC plants.
 - (v) Checking and recording of water level in cooling towers and make up water tank.
 - (vi) Checking, tightening of various connections for electrical, mechanical and air-conditioning items of HVAC system and lubrication of bearings.
 - (vii) Checking/attending the water level system for expansion tank and cooling tower so that the overflow of water/wastage of water can be stopped.
 - (viii) Attending routine day to day maintenance and informing the Institute for civil work if required.
 - (ix) Checking & tightening all connection, remaining vibration, noise in equipments.
 - (x) Tightening of nuts & bolts, coupling etc. of various equipments including greasing and oiling.
 - (xi) The operation and day to day maintenance will be carried out as per manufacturer's procedures/instructions.
 - (xii) The contractor should submit the shift duty chart of staff deputed on AC plant.
 - (xiii) The contractor should submit maintenance detail carried out during the month at the end of each month.
 - (xiv) Salt charging of water softening plant.

3. The plant shall be handed over on "as is where is" basis. All the eight compressors are in working conditions. The contractor shall be solely responsible for operation, maintenance and upkeep of the plant in good running condition. The contractor shall take charge of the total inventory of the plant equipment.

4. Any refrigeration gas (R-134a) or lubricating oil required for topping up in all the Nine machines at anytime during the period of AOMC, shall be supplied by the contractor. However at the time of breakdown in any machine, the refrigerant gas will be provided by the Institute. Whereas, supply of compressor oil (26 gallon) & 4 nos. oil filters for 1 no. machine of each plant per year as spare shall be covered under the AOMC of the AC plant, Beyond this, if required the compressor oil & oil filters will be arranged by the Institute and the cost will also be borne by the Institute.

5. The contractor has to supply compressor oil (26 gallon) & 4 nos. of oil filter as spare for 1 no. machine of each plant, just after the award of the work. The AMC charges will be inclusive of 26 gallons of compressor oil (No. 0048) & 8 nos. of oil filter for the Trane make 400 TR chillers.

6. All minor indigenous spare parts required in routine maintenance are included in the scope of contract. However if any imported spare parts are to be changed or repaired of the main motor for the compressors requires rewinding and replacement and any major indigenous parts like PVC filling of cooling tower, cooling tower gear box, fan assembly, MS base frame, electric motor, electric switchgears in the existing panel/ starters and other modification works etc. because of normal wear & tear these shall be arranged by the AOMC agency and the cost shall be borne by the Institute or the Institute may also procure directly where as the fixing, testing & commissioning charges shall be covered under AOMC.

7. Repair of all condenser, chilled water refrigerant, pipes and valve etc. is included in the scope of work. The re-insulation and cement plaster over the insulation and painting etc. of the AC plant are also included. However, replacement of pipe lines/ valve of required shall be arranged by the AOMC agency and cost shall be borne by the Institute or the Institute may by the procure directly and pay only the installation charges.
8. The scope also covers the painting of the complete piping of AC plant once a year.
9. All type repairs of condenser pumps, chilled water pump and cooling tower excluding rewinding of its motor are also included in the scope of contract. However, in case of failure of the above motors, due to negligency in O&M will have to be borne by contractor.
10. The preventative maintenance schedule shall be prepared and submitted in advance and the necessary shutdowns may be taken with prior permission of the Institute.
11. A list of all components and consumable items replaced shall be maintained along with other records of plant maintenance and operation. Proper log sheets of running the plant and record for preventative maintenance of the plant shall be maintained. These recorded shall be put up to the engineers – in – charge on regular basis.
12. A suitable shutdown shall be given in winter for the annual preventative maintenance of the plant. All the equipments should be thoroughly checked and maintained for proper functioning of all the systems. All the major equipment, pipeline, supports & cooling towers etc. in the plant room shall be painted once in a year with approved colour. All relays installed in electrical panel shall be checked and tested once in a year. Which shall be duly checked by engineers-in-charge Changing of oil & oil filter also shall be done during the annual maintenance. Decaling of condensers & chillers shall be done during winter shutdown once in a year also shall be done as & when required.
13. It shall be responsibility of the contractor to supply adequately trained manpower necessary for the operation and maintenance of AC Plant as follows:-

AC Plant near ACMS Building:

There shall be four persons (3 Nos. operators and 1 No. electrician) in day shift and 3 Nos. operator in second & third shift in AC Plant, round the clock for seven days a week.

AC Plant near IWD Office Building:

There shall be four persons (3 Nos. operators and 1 No. electrician in day shift) and 3 Nos. operators in second & third shift in AC Plant, round the clock for seven days a week.

In addition to above 1 No. Engineer and 1 No. Electrical supervisor shall be available in day shift.

The contractor shall be responsible for all the requirement of labour laws governing such deployment. If any violation is noticed any time the contractor shall be solely responsible. Subletting of work in any manner shall not be allowed and if found at any later stage, the contract shall be terminated.

14. There shall be a penalty in case of short supply of manpower & poor quality of maintenance and also for the not attending breakdowns within reasonable time. A penalty of Rs. 150/- per man shift shall be per month and this penalty shall increase to Rs. 300/- per man shifts if the shortage in more than 30 man shifts a month. For poor quality of maintenance and for not attending breakdowns within reasonable time. The contract may be rescinded as per contract agreement.

15. Only the quality and experienced staff for operation and maintenance of the Ac plant shall be engaged. The qualifications and experience of the staff shall be as under:-

Category	Qualifications and experience
1. Engineer	Degree with 4-5 years experience or diploma with 8-10 years experience in similar fields.
2. Supervisor/Operator	ITI in refrigeration & Air conditioning or 4-5 years experience in similar fields.
3. Electrician	ITI in electrician trade with 4-5 years experience in similar filed.

The proof of qualification & experience of staff has to be submitted to Institute and which shall be verified by the engineer- in charge.

16. Contactor shall abide by all the necessary requirement of labour laws while engaging the operating staff in the AC plant.
17. The following works are included in the scope of operation and maintenance of AC plant.
- a) Descaling of condenser from time to time to maintain the efficiency of the plant, as per direction of the engineer-in-charge.
 - b) Any topping up or periodical replacement of refrigerant and lubricating oil shall be covered in the scope of work and shall be provided and maintained by the contractor.
 - c) Cleaning, repairing and routine maintenance of all the machines are including in the scope of work. However rewinding of electrical motor and major overhauling of compressor and machining etc. shall not be covered in the scope of work. The initial charge of refrigerant and lubricating oil for such repaired/ overhauled equipment shall also not be covered in the scope of work.
 - d) The spare parts if required for replacement of damaged and defective parts will be supplied by the Institute free of cost as and when required. The parts shall be fixed by the contractor.
 - e) Any modification works as and when required in the plant will be done by the Institute.
 - f) In case, there is any loss of gas or lubricants, the same shall be made good by the contractor except in case of complete overhauling of compressor, modification in refrigerant/ oil system and tube failure of condenser/ chiller.
18. The contractor shall have to maintain proper log book on the prescribed from and shall make the record available for inspection by the Institute. The log book format will be given by the Institute.
19. The contractor shall be responsible to maintain proper discipline of the operating staff in the AC plant in discharge of their duties. However the Institute shall have the right to ask any of the operating staff to leave the premises if in the opinion of the institute the conduct/ behavior and activates of the individual concerned is subversive and not in the interest of Institute.
20. The schedule of preventative maintenance of the plant and its equipment shall have to be prepared and submitted to the engineer-in-charge well in advance so that shutdown program can be issued for maintenance works.
21. Any other piece of work not specifically mentioned above but essential for the normal operation and maintenance is also covered in the scope of work.

22. The payment against operation and maintenance during the contract period of one year shall be made against monthly running bills equivalent to 1/12 of the accepted amount for AOMC.
23. The contribution of EPF & ESI by the contractor shall be reimbursed on actual basis and production of the receipt of deposit of the same in office of competent authority's. Administrative expenses deposited by the contractor shall not be reimbursed.
24. If the prescribed minimum wages are revised by the labour commissioner (Central), the contractor shall revise the wages of the workers accordingly. The difference in minimum wages, with respect to the wages applicable in the month of Oct 2024 + 7.5% shall be reimbursed to the contractor, in addition to the contract amount against worker deputed for operation of the AC plant (round the clock).
25. No contractor, to whom the provision of the BOCW Act apply, shall be allowed to commence the work on the campus unless he has produced the registration certificate, issued by the office of Dy. CLC(Central)
26. The contractor shall engage only such workers, who are registered as beneficiaries with UP BOCW and in case of engagement of new workers: he shall ensure the submission of applications for registration of such work men within appropriate time.
27. A certificate for administration convenience shall be obtained from the contractor covered under the BOCW Act whether he has engaged 10 or more workmen while working in the Institute and only thereafter Cess @ 1% from bills raised by him shall be deducted at source for all running works. Cess, so deducted shall be deposited with the BOCW welfare board.
28. The contract may be further extended upto 2 years after satisfactory completion of 3 years, on same rates (along with revision as per inflation index of Govt. of India), terms & conditions.

Contractor

Executive Engineer

1.0 Definition of Terms:

In this contract (as hereinafter defined) the following workers and expressions shall have meanings hereby assign to them, except where the context requires otherwise.

- 1.1 *The “**INSTITUTE**” shall mean Indian Institute of Technology, Kanpur (IITK) with its premises located at Kalyanpur, Kanpur- 208016 and shall include its authorized representatives, successors and assignees.*
- 1.2 *The “**CONTRACTOR**” shall mean the person or persons firm or company whose tender has been accepted by the Institute and includes the contractor’s legal representatives, his successors and permitted assignees.*
- 1.3 *The “**TENDER**” shall mean the proposal / offer along with supporting documents submitted by the tenderer for consideration by the Institute.*
- 1.4 *The “**TENDER DOCUMENTS**” shall mean the documents issued by the Institute to prospective tenderers, containing various terms and conditions, scope of work etc.*
- 1.5 *The “**ACCEPTANCE OF TENDER**” shall mean an official intimation from the Institute to successful tenderer to the effect that his / their tender has been accepted in accordance with the provisions contained therein.*
- 1.6 *The “**WORK**” shall mean all works and engagement of labour specified in the scope of work and qualified under general and special terms and conditions.*
- 1.7 *The “**CONTRACT**” shall mean the agreement between the Institute and the contractor, duly signed by the parties to the agreement, through their authorized representatives, for the execution of the work included in the tender document, letter of acceptance of tender, agreed variations to the tender documents if any. Schedule of rate and other relevant documents submitted by the contractor and as accepted by the Institute.*

Superintending Engineer

8.1 Quality and Workmanship

- 8.1.1 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.
- 8.1.2 The materials having ISI mark shall have precedence over the one conforming to IS Specifications.
- 8.1.3 The proposed is for Institute premises and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T & Pand other equipment to execute the work.
- 8.1.4 Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 8.1.5 All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice. All the materials proposed to be used in the work should be approved from Engineer in Charge before use in work.
- 8.1.6 Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS/ISI mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. Where the make of any particular material is not specified in the Contract document, the material shall be supplied as per makes desired by the engineer-in-charge.
- 8.1.7 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 / components) inspected by the manufacturer or their 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.
- 8.1.8 The contractor should get the make/TDS documents approved before procuring any material at site. The TDS/Make once approved shall not be changed without any valid recorded reasons. No material to be brought and used at site without the prior knowledge & approval of Engineer-in-Charge.
- 8.1.9 The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import/shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuineness 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/ withheld from subsequent running account payment.
- 8.1.10 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.
- 8.1.11 The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed

along with check lists to enforce quality control.

- 8.1.12 The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
- 8.1.13 **Other Laboratories:** The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.
- 8.1.13.1 By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.
- 8.1.13.2 By the department, if the results conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

If the tests, which were to be conducted in the site laboratory, are conducted in other Laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

- 8.1.14 Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
- 8.1.15 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
- 8.1.16 BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
- 8.1.17 The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- 8.1.18 All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- 8.1.19 The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

8.2 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.

8.3 Stocking and Disposal of Materials & Debris

- 8.3.1 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.
- 8.3.2 After completion of work the agency shall remove materials and debris etc. from site as per the direction of Engineer-in-Charge, at no extra cost.
- 8.3.3 Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
- 8.3.4 The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 8.3.5 For construction/renovation works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked/dumped, even temporarily outside the construction premises.
- 8.3.6 Dismantled but useful materials/components/equipment, if any, should be returned to the Institute as per the direction of Engineer-in-Charge.

8.4 Safety and Security

- 8.4.1 The contractor has to follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc.
- 8.4.2 The contractor, the authorized representative(s), workmen etc., shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 8.4.3 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.

- 8.4.4 Contractor will arrange proper metal ladders, M.S. double scaffolding (for working, painting, etc. at higher levels) at his own cost and will take all safety measures like double harness safety belt, mechanized electrically operated platform etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by Engineer-in-charge and in such cases, contractor will be solely responsible for delay and its consequences thereof.
- 8.4.5 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 8.4.6 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
- 8.4.7 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 8.4.8 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.

8.5 Approach to Site

- 8.5.1 The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 8.5.2 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

8.6 Water and Flooding

- 8.6.1 The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install water purifier at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
- 8.6.2 For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
- 8.6.3 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.

- 8.6.4 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.

8.7 Acts and Laws

- 8.7.1 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.
- 8.7.2 The Contractor shall also adhere to all traffic restrictions notified by the local authorities.
- 8.7.3 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.
- 8.7.4 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.
- 8.7.5 The fee payable to statutory authorities for obtaining the various permanent service shall be borne by the Institute.

8.8 Labour and Laws

- 8.8.1 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 his site office.
- 8.8.2 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.

8.9 Nondisclosure Agreement

- 8.9.1 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.
- 8.9.2 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.

8.10 Indemnification:

- 8.10.1 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.
- 8.10.2 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 primary 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.

8.11 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.

8.12 Dispute resolution

- 8.12.1 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.
- 8.12.2 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.
- 8.12.3 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.

8.13 Arbitration

- 8.13.1 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.
- 8.13.2 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.
- 8.13.3 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.
- 8.13.4 It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 8.13.5 The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.
- 8.13.6 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.
- 8.13.7 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.

8.14 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.

8.15 Other Terms & conditions

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- a) Schedule of quantities
- b) Technical specifications of the NIT
- c) Approved Drawing (If any)
- d) CPWD General specification Part – I (Internal) 2014, BIS Codes amended up to date, practices
- e) CPWD General Specifications for Electrical Works–Part-II(External), 2014 amended up to date.
- f) Relevant IS or other international code in case IS code is not available.
- g) Indian Electricity Act 2003 and Indian Electricity Rules 1956 amended up to date.
- h) Local Fire Regulations applicable at the place of installation. Relevant and applicable foreign standards and specifications amended up to date.
- i) Any other relevant act or rules and local by-laws.

- 7 contractor will identify one of the supervisors for taking care of implementation of Safety systems.
- 8 Smoking is strictly prohibited at workplace.
- 9 Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
- 10 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
- 11 No one is allowed to work without adequate foot protection.
- 12 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
- 13 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job. .
- 14 All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
- 15 Adequate illumination at workplace shall be ensured before starting the job at night.
- 16 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
- 17 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
- 18 Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the trespassers from entering the area.

- 19 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
- 20 All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
- 21 Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
- 22 A tools and tackles inspection register must be maintained and updated regularly.
- 23 Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
- 24 All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
- 25 No children shall be allowed to enter the workplace.
- 26 All the lifting tools and tackles shall be stored properly when not in use.
- 27 Clamps shall be used on Return cables to ensure proper earthing for welding works.
- 28 Return cables shall be used for earthing.
- 29 All the pressure gauges used in gas cutting apparatus shall be in good working condition.
- 30 Proper eye washing facilities shall be made in areas where chemicals are handled.
- 31 Connectors and hose clamps are used for making welding hose connections.
- 32 All underground cables for supplying construction power shall be routed using conduit pipes.
- 33 Spill trays shall be used to contain the oil spills while transferring / storing them.
- 34 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
- 35 All the E&M works shall be carried out as per direction and to the satisfaction of the Engineer-in-charge.
- 36 If the specifications for any item or its component are not available in the CPWD specifications cited above, relevant BIS specification as amended up to date shall be followed, whether or not the specific reference of a particular BIS specification has been made in this specification/ tender document.
- 37 Wherever any reference to any Indian Standard specification occurs in the document relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof, if any, up to the date of opening of tenders.
- 38 All materials should conform to relevant BIS specifications wherever the same exists in absence of stipulation in this tender document.
- 39 Where manufacturers furnish specific instructions / recommendations relating to the materials used in this job and/or their installation, covering points not specifically mentioned in these documents, these instructions shall be followed in all cases and shall be deemed to be included in the schedule of work whether they have been specifically mentioned or not All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.
- 40 All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3-part coarse sand) The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original. All such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet, using water spray machine (hand/motor operated) and avoid unnecessary flooding of the area.
- 41 The structural and architectural drawings shall at all times be properly co-related before executing

any work.

- 42 For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2022 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the electronic measurement books and in the bill forms.
- 43 All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.
- 44 All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3-part coarse sand) The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original. All such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet, using water spray machine (hand/motor operated) and avoid unnecessary flooding of the area.
- 45 The structural and architectural drawings shall at all times be properly co-related before executing any work.
- 46 For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2022 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the electronic measurement books and in the bill forms.

Pre-Contract Integrity Pact
(Applicable for all tenders of the value above Rs.1 Crore)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__.

BY AND BETWEEN

The Indian Institute of Technology Kanpur represented through "The Registrar", having its office located at G.T. Road, Kalyanpur, Kanpur, Uttar Pradesh – 208016 (hereinafter called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the **First Part**;

AND

M/s _____
a company incorporated under the Companies Act, 2013 through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated _____ passed by the Board of Directors, having its registered office at _____

(hereinafter referred to as "**The Bidder(s)/Contractor(s)**") which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Part**;

WHEREAS, the Institute/Buyer has floated the Tender bearing No. _____ (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organization procedures, contract(s) for _____

_____ (Name of the work/goods/ services). The Institution values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS, the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate and has been established under the provisions of the Institutes of Technology Act, 1961.

AND WHEREAS, in order to achieve these goals, in consultation with the CVC, the Govt. of India, Ministry of Education has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign entity or associates, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Disqualification from tender process and exclusion from future contracts:

- 4.1 If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Institute/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealing".
- 4.2 Any violation of Integrity Pact would entail disqualification of the bidder(s) and exclusion from future business dealings, as per the existing provisions of GFR-2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Compensation for Damages:

- 5.1 If the Institute/Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Institute/Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 5.2 If the Institute/Buyer has terminated the contract according to Section 3, or if the Institute/Buyer is entitled to terminate the contract according to Section 3, the Institute/Buyer shall be entitled to demand and recover from the Contractor liquidated

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damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Previous Transgression

6.1 THE BIDDER(S) to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgressions, for the purpose of disclosure by the BIDDER(s) in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the BIDDERS.

6.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Equal Treatment of all Bidders/Contractors/Sub-Contractors:

7.1 In the case of sub-contracting, the principal/main Contractor shall take the responsibilities of adoption of the Integrity Pact by the Sub-contractor.

7.2 The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.

7.3 The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Criminal Charges against violating Bidder(s)/Contractor(s)/Sub-Contractors:

8. If the Buyer obtains knowledge of the conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Institute/Buyer has substantive suspicion in this regard, the Institute/Buyer will inform the same to the Chief Vigilance Officer.

Earnest Money (Security Deposit)

9.1 While submitting a commercial bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft in the favour of The Registrar, IIT Kanpur.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days

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without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 9.2 The Earnest Money (Security Deposit) should be valid up to a period of 45 days beyond the validity of the quote.
- 9.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 9.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- 10.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER

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resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Institute for a minimum period of two years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 10.2 The BUYER will be entitled to take all or any of the actions mentioned at para 10.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 10.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

11. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

- 12.1 The IEMs have been appointed by the Ministry of Education in consultation with the Central Vigilance Commission. The details of the IEMs are as follows:
- (a) Mr. Ranvir Singh, IEM1@iitk.ac.in
 - (b) Mr. P.V.V. Satyanarayana, IEM2@iitk.ac.in

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- 12.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 12.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 12.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 12.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 12.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, from an entity wherein he is or has been a consultant, the IEM shall inform the Director, IIT Kanpur and rescue himself/herself from that case.
- 12.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 12.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 12.9 A person signing the IP Pact shall not approach the Court while representing the matter to IEMs and shall await the decision in the matter.
- 12.10 The IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the Ministry. The IEM would review independently and objectively whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the Bidder(s).
- 12.11 Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

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12.12 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on the records.

12.13 The word "**Monitor**" would include both singular and plural.

Facilitation of Investigation

13. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

14. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER i.e., Kanpur Nagar.

Other Provisions

15.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

15.3 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal/main contractor shall take responsibilities of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be tri-partite arrangement to be signed by the Institute/Buyer, the Contractor, and the sub-contractor.

15.4 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.

15.5 Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.

15.6 In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Validity

U. P. F.

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this Integrity Pact as of the date/month/year first above written in the presence of following witnesses:

For & on behalf of
The Indian Institute of Technology Kanpur
 (First Party)
 Signed, Sealed and delivered by

For & on behalf of
The M/s
 (Second Party)
 Signed, Sealed and delivered by

Uiff
 Name: **Vishwa Ranjan**
 Designation: **Registrar**
 Address: **Indian Institute of Technology Kanpur**
 (Authorized Signatory)
 भारतीय प्रौद्योगिकी संस्थान कानपुर
 INDIAN INSTITUTE OF TECHNOLOGY KANPUR
 कानपुर - 208 016 (उ.प्र.) भारत
 KANPUR - 208 016 (U.P.) INDIA

Name:
 Designation:
 Address:
 (Authorized Signatory vide resolution dated passed by the Board of Directors)

In the presence of Witness:

- | | |
|-------------------|---------|
| 1.(Indenter) | 1. |
| 2. | 2. |