

Indian Institute of Technology Kanpur

Office of Infrastructure and Planning

INDEX

Name of Work: *SITC/Replacement of Window ACs in Academic Area Zone-3,5,7,10 and 11 at IIT Kanpur*

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NIT amounting to Rs. 6,53,330/- is preferred.

[Certified that this N.I.T. contains 40 [Forty Pages only].

PART-A

Indian Institute of Technology Kanpur
Office of Infrastructure and Planning

E-TENDER NOTICE

NIT No. EandM/05/06/2023-2

Dated: 05.06.2023

The Dean, Infrastructure and Planning, IIT Kanpur, on behalf of Board of Governors of IIT Kanpur invites online percentage rate tenders for the following works from eligible Original Equipment Manufacturers of Window/Split ac units or their eligible authorized dealers:

Sl. No	Name of work and location	Estimated cost put to tender (In Rs.)	Earnest Money (In Rs.)	Period of Completion (in Month)	Last date & time of submission of tender	Time & date which EMD Declaration, and other technical bid Documents shall be open online on	Time & date of opening of technical bid
1	<i>SITC/ Replacement of Window AC's in Academic Area Zone-3,5,7,10 & 11, IIT Kanpur</i>	Rs. 6,53,330/-	NIL with Bid Security Declaration (see Page 23)	1 month	As per CPP Portal	As per CPP Portal	As per CPP Portal

The E-tender documents is available on <http://eprocure.gov.in/eprocure/app>

Officer in Charge²
Office of Infrastructure and Planning

Information and e-Tendering for Contractors

1. The intending tenderer must read the terms and conditions of FORM-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
4. But the tender can only be submitted after uploading the mandatory scanned documents as per list given below.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The following condition pertains to GST of General Condition of contracts and corresponding amendments should be read as follows: -
 - a) The quoted rate should be exclusive of GST
 - b) The GST as applicable shall be paid extra. The total bid price quoted shall be inclusive of all statutory liabilities, taxes, cess, duties, levies as applicable under the prevailing statutes or levy by the statutory authorities/State/Central Government and payable by the bidder under the contract. All the GST benefits and credits on inputs as available to the bidder shall be taken into consideration in the quoted price and pass on the benefits/credits to the Corporation. Bidder shall also comply with the provision of Anti-Profiteering under GST act.)

BID DOCUMENT

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Technical/financial Bid opening are invited for and on behalf of the Board of Governors, IIT, Kanpur for “**SITC/ Replacement of Window ACs in Academic Area Zone-3,5,7,10 & 11 at IIT Kanpur.**”

Notice Inviting Tender No.	EandM/05/06/2023-2 dated 05.06.2023
Name of Work	SITC/ Replacement of Window AC's in Academic Area Zone-3,5,7,10 & 11, IIT Kanpur
Estimated Cost (Exclusive of GST)	Rs. 6,53,330/-
Earnest Money	Nil with Bid Security Declaration page no. 23 (Attached)
Non-refundable Tender Processing fee (inclusive of GST@18%) through online transfer (NEFT/RTGS).	Tender Processing fee Rs. 2000/-
	Tender Processing fee Rs. 1500/- for having MSME/NSIC/Startup registration
Details of Institute Account for submitting tender processing fees	Bank Name: SBI IIT Kanpur Beneficiary Name: The Registrar IIT Kanpur A/C No. 30632766814 IFSC Code: SBIN0001161
Date of Publishing	As per CPP Portal
Clarification Start Date and Time	As per CPP Portal
Clarification End Date and Time	As per CPP Portal
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	As per CPP Portal
Pre Bid Meeting Date and Time	NA
Last Date and time of uploading of Bids	As per CPP Portal
Last Date and time of submitting, Bid Security Declaration and other documents online	As per CPP Portal
Date and time of opening of Technical, Bids	As per CPP Portal
Date and time of opening of Financial Bids	As per CPP Portal

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

(The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted. No hardcopy of any documents will be accepted)

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. 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.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

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. These 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 tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/ formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) 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.
- (ii) Bidder should prepare the **Bid Security Declaration** as per the instructions specified in the NIT/ tender document. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

- (vi) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (vii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB.

The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.

- (viii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (ix) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (x) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. For any query, please write to: tender_doip@iitk.ac.in.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS :

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover- 1 and Financial Bid in “.Xls” should be upload online in cover-2

2. SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

3. TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -

- a. *Copy of proof of Original Equipment Manufacturer of Split/Window AC units or certificate of Authorized Dealership from Original Equipment Manufacturer or proof of specialized agency with similar work experience*
- b. Experience / completion certificates of similar nature of works.
The certificates submitted by the bidder should clearly indicate:
 - 1) The completion certificate cost of the executed air-conditioning works.
 - 2) Actual date of completion of the above air-conditioning work.
- c. Scanned copy of Registration of EPF & ESIC
- d. Scanned Copy of GST Registration & PAN card
- e. Details of turnover during the last three years by certified Chartered Accountant.
- f. Scanned copy of Net worth Certificate by certified Chartered Accountant
- g. Scanned Copy of bank solvency certificate
- h. Scanned copy of Bid security Declaration certificate (Annexure A) must be uploaded
- i. Scanned copy of proof of tender fee submission as per the format (Annexure B) must be upload along with transaction slip with due mentioned NIT No.

- j. Copy of MOU with specialized agency on non-judicial stamp paper if applicable for installation before signing agreement if applicable

Note: No hardcopy of documents will be accepted.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. Financial Bid

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid in Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. Being an individual work contract no other tax is payable other than GST. The GST shall be paid extra as applicable.

5. Last Date for Submission of Tender:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

6. Bid Validity

- a. All the Bids must be valid for a period of 90 days from the date of financial bid opening of the tender for execution of Contract. However, the quoted rates should be valid for the initial/extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid's due Date.

8. Rejection of the Bid: The bid submitted shall become invalid if: -

- a) The tenderer is found ineligible.
- b) The tenderer does not upload all the documents as stipulated in the tender document.
- c) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies required after tender opening, then the tender will be rejected.

FORM -6 FOR e-Tendering

The Dean, Infrastructure and Planning, IIT Kanpur, on behalf of Board of Governors of IIT Kanpur invites online percentage rate tenders for the following works from eligible Original Equipment Manufacturers of Window/Split ac units or their eligible authorized dealers: **“SITC/ Replacement of Window ACs in Academic Area Zone-3,5,7,10 & 11 at IIT Kanpur.”**

Criteria of eligibility

1. Copy of proof of Original Equipment Manufacturer Split/Window ac units or certificate of Authorized Dealership from Original Equipment Manufacturer or proof of specialized agency with similar work experience
2. Having satisfactorily completed 3 (three) similar works each of value 40% of the estimated cost or two similar works each of value 60% of the estimated cost or one similar work of value 80% of estimated cost during last seven years. Out of the above at least one work must be in the Central Govt. /Central autonomous bodies/central PSU/State PSU/State Govt./ Private establishment of repute in last 7 years (Not earlier than 01-04-2016)
 - a. Similar nature of work means: **“Supply, installation, testing & commissioning of Split AC/window AC”**.
3. Having GST, ESI & EPF registration certificate of government authorities.
4. Details of average annual financial turnover of air-conditioning works should be at least 40 % of the estimated cost during the last three consecutive financial years.
5. Having a bank solvency certificate of not less of 40% of estimated cost or Scanned copy of Net worth Certificate not less of 40% of estimated cost by certified Chartered Accountant.
6. Scanned copy Bid security Declaration certificate ‘Annexure-A’.
7. Scanned copy of proof of tender fee submission as per the format (Annexure B) must be upload along with transaction slip with due mentioned NIT No.

Air Conditioner manufacturers or its authorized dealers/distributors of all makes as listed in preferred make must be having service facilities in Kanpur in the state of Uttar Pradesh. Service providers should participate only if this condition is fulfilled.

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 the date of completion to the previous day of last date of submission of bids.

1. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.iitk.ac.in Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. The time allowed for carrying out the work will be **12 Months** extendable up to 3 months from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

3. The site for the work is available as and when notified by Engineer In Charge for the new requirement.
4. The tender document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/cppp/latestactivetenders> or www.iitk.ac.in.
5. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
6. While submitting the revised tender, 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 tender as notified.
7. When tenders are invited in three stage system and if it is desired to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
8. Copy of Enlistment Order and certificate of work experience wherever applicable and other documents as required and specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission.
9. List of service centres with addresses, telephone numbers with contact persons in Uttar Pradesh state must be enclosed with the tender document. Please note that contractors with coverage of service centers in IIT Kanpur only will be considered
10. Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Bid Security Declaration Document and other documents as mentioned are found in order.
11. The financial bid of only pre-qualified eligible bidders shall be opened at the time as provided in CPP Portal

Non Refundable E-tender Processing Fees is required to be submitted through online transfer (NEFT/RTGS) to the Institute account. Proof of submission as per the format (Annexure B) must be upload along with transection slip with due mention of NIT No. : in the CPP portal for valid tender submission. Details of Bank Account details can be found in (Annexure-C).

Annexure B

Format for proof of submission to be upload along with transaction slip.

NIT No.	Name of Agency	GST Number of the Agency	Date of Transaction	Total Amount Transferred	UTR Number

Annexure C

Details of Institute Bank Account for submitting tender processing fees.

Bank Name	Beneficiary Name	A/C No.	IFSC Code
SBI IIT Kanpur	The Registrar IITK	30632766814	SBIN0001161

12. The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if:
- The tenderers is found ineligible.
 - The tenderers do not upload all the documents as stipulated in the tender document.
13. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies required after opening of the tender.
14. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', the contract would be liable to rejection by competent authority along with other procedures.
- 15. The terms of bill payment are as follows:**
- Advance is payable.**
 - On receipt of complete materials at the site 80% of cost will be paid.**
 - Further 15 % will be paid on completion of Testing, commissioning and installations.**
 - 5% will be released on completion of warranty period of one year or against a suitable Bank guarantee of equal amount and period.**
- 16. The warranty period of the supplied AC units will be for 1 year from the date of commissioning and for compressor it will be as per manufacturer's warranty**
17. The competent authority on behalf of the Board of Governors, IIT Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected
18. The competent authority on behalf of the Board of Governors, IIT Kanpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
19. On opening date, the contractor can login and see the bid opening process. After opening of bids, he/she will receive the competitor bid sheets.

20. Certificate of Financial Turn over: At the time of submission of bid, contractor has to upload Affidavit/Certificate from CA mentioning Financial Turnover on similar work of last 5 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids containing pre-qualification documents. The balance sheet in case of private public limited company shall include its standalone finance statement and consolidated financial statement both. There is no need to upload entire voluminous balance sheet
21. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
22. Competent authority on behalf of Board of Governors, IIT Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
23. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity in Institute works department or Office of Dean 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 IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the preferred list of contractors of this Department.
24. 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 tender or engagement in the contractor's service.
25. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
26. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
27. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
28. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

29. The EPF & ESI contribution paid to the contract workers shall be reimbursed on actual basis.
30. Protocols pertaining to COVID-19 to be followed at site by the contractor as decided by the Government of India time to time. Nothing extra shall be payable on this account.
31. **Construction equipment proposed to be deployed for the project and proof of its availability; equipment proposed to be purchased or leased.**
32. **Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.**

Dean, Infrastructure and Planning
For & on behalf of the Board of Governors, IIT, Kanpur

PERCENTAGE RATE TENDER AND CONTRACT FOR WORK

- (A) **Tender for the work of:** | “SITC/ Replacement of Window ACs in Academic Area Zone-3,5,7,10 & 11 at IIT Kanpur”

TENDER

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

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

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

If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to be debarred for participation in the re-tendering process of the work. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely and security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule ‘F’ and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form..

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

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

I/We hereby declare that I/we shall treat the tender documents 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 of the Institute.

Dated _____ ** _____

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

**
Signature of contractor
Postal Address **

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, IIT Kanpur for a sum of Rs. _____ (Rupees _____)

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

- a) _____
- b) _____
- c) _____

For & on behalf of the Board of Governors, IIT Kanpur

Dated _____

Signature _____
Designation _____

Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities: Attached as Part C

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

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

SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

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

SCHEDULE 'D'

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

As attached in tender form.

SCHEDULE 'E'

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

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work:	<i>SITC/ Replacement of Window AC's in Academic Area Zone-3,5,7,10 & 11, IIT Kanpur</i>		
Estimated cost of the work:	Air-conditioning Items of Work	Rs. 6,53,330/-	
Earnest money	Bid Security Declaration		
Performance Guarantee	5% of the tendered value of the work valid up to defect liability period, has to be submitted post award of work within stipulated time period as per Schedule-F		
Retention Money.	2.5% of the tendered value of the work, will be deducted from each bill. Same would be released after		

	successful completion of one (1) year defect liability period. .
General rules and direction :	

Definitions:

2(v)	Engineer-in-Charge	
	For E& M items of work	Engineer authorized by Dean, Infrastructure and Planning
2(vi)	Accepting Authority	Dean of Infrastructure and Planning, IIT Kanpur
2(vii)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(viii)	Standard Schedule of Rates:	
	Electrical Items of Work:	D.S.R. (E & M), 2022 with up-to-date correction slips
2(ix)	Department:	Central Public Works Department
2(x)	Standard CPWD contract Form:	GCC 2020, CPWD form-7 as modified & corrected up to 30.01.2023 (Whether correction vide latest circulars are incorporated or not in this document).

Clause 1	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 Days
	ii) Maximum allowable extension beyond the period as provided in i) above	7 Days
Clause 2	Authority for fixing Compensation under Clause 2	Dy. Director/ Director, IIT Kanpur
Clause 2 A	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) Time allowed for execution of work	1. 12 Months extendable up to 3 months and as per special conditions - <i>Delivery and installation, unless specified, shall be within 2 weeks from the date of confirmed order from Office of Infrastructure and Planning through institute preferred formats for placing the requests.</i>

Authority to decide Extension of time Dy. Director/Director, IIT Kanpur

Clause 6/ 6A		Applicable
Clause 7	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Not applicable
Clause 10A	Material to be provided by the contractor.	Applicable
Clause 10B (ii), (iii)	Whether clause 10-B (ii) and 10-B (iii) shall be applicable.	Applicable
Clause 10 C	Component of labour expressed as percentage of value of work	---
Clause 10 CA	Materials covered under this clause.	Nearest material(other than cement, reinforcement bars and structural steel) for which All India Whole sale price Index is to be followed. NA
Clause 10 CC	Increase/Decrease in Price of materials/wages	Not Applicable
Clause 11	Specification to be followed for execution of work:	
For electrical works	CPWD specifications 2014 internal and 2014 external electrical works	
For Air conditioning & Refrigeration item of works	CPWD Specifications 2014 Electrical & HVAC for Air-conditioning & refrigeration works , 2017 with up to date correction slips.(Hereinafter called CPWD specifications also)	
Clause 12		
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	---
Clause 16	Competent Authority for Deciding reduced rates:	
	For electrical/civil/Air-conditioning& refrigeration items of work	Dy. Director/ Director, IIT Kanpur
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	Ladders, Multimeter, drill machine, crimping tools, spanner set, blower, Gas Charging line with equipment, welding torch etc as applicable
Clause 32		Requirement of technical Representative(s)
	Requirement of technical Representative(s)	

Requirement of Technical Representative (S) and recovery Rate

Sl. No.	Minimum Qualification of Technical	Discipline	Designation (Principal / Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	B.E./B.Tech	Electrical /Mechanical/ Allied Areas	Project Manager/Site Engineer	5	1	Rs. 21,000/- p.m	Twenty One Thousand per month

For supervision of air-conditioning/refrigeration activities throughout the period of supply, testing and installation, technical representatives of the respective disciplines will be required to be deployed.

Performa of Bid Security Declaration

*(To be submitted by bidder on its Company Letterhead (scanned copy) on
<http://eprocure.gov.in/eprocure/app>)*

It is here by submitted that if I/We ----- (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We ----- (Name of bidder/firm/company) are awarded the contract and I/We ----- (Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We ----- (Name of bidder/firm/company) will be suspended to take part in IIT Kanpur's tendering process for the period of two years from the date of occurrence of the above mentioned default."

Date:

Authorized Signatory

PART-B

QUALITY ASSURANCE OF THE WORK

1. 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.
2. 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.
3. 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.
4. There shall be pre dispatch factory inspection for all major equipment.
5. The testing charges shall be borne by the bidder.
6. The visiting & lodging expenses shall be borne by the Institute and not to be loaded into the contract except the testing charges. The contractor shall only facilitate the inspection at manufacturing works. However, any transportation, freight, loading & unloading and for testing at the manufacturing location/ institute shall be included in the price quote.
7. Quality standards shall conform to latest IS/ ISO-9001:2015.
8. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.
9. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall work with the agencies who is providing the electrical connection for the AC units. The contractor should drill necessary holes, openings etc. as required as per direction of Engineer In Charge and provide any conduits, clamps, boxes and hooks etc. as may be required for the satisfactory completion of work. Nothing extra over the Agreement rates shall be paid for doing these.
10. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
11. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
12. 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.
13. 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.
14. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.
15. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No packing/ other materials etc. shall be stacked /collected in areas where other buildings, roads, services, compound walls etc. are to be constructed and should be removed immediately once work is complete.
16. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

GENERAL TERMS & CONDITIONS

1. Safety at the Work Site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

- a. Smoking is strictly prohibited at workplace.
- b. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
- c. 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.
- d. No one is allowed to work without adequate foot protection.
- e. 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.
- f. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
- g. Adequate illumination at workplace shall be ensured before starting the job at night.
- h. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
- i. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
- j. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
- k. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
- l. All electrical connections shall be made using 3 or 5 core cables, having an earth wire.
- m. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
- n. A tools and tackles inspection register must be maintained and updated regularly.
- o. 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.
- p. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
- q. No children shall be allowed to enter the workplace.
- r. All the lifting tools and tackles shall be stored properly when not in use.

- s. Clamps shall be used on Return cables to ensure proper earthing for welding works.
 - t. Return cables shall be used for earthing.
 - u. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
 - v. Proper eye washing facilities shall be made in areas where chemicals are handled.
 - w. Connectors and hose clamps are used for making welding hose connections.
 - x. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
2. The contractors shall make his own arrangements for the store storage of materials, accommodation for his staff etc. and no claim for the temporary accommodation from the contractor shall be entertained.
 3. The contractor shall carry out and complete the said work in every respect in accordance with the contract and as per the directions and to the satisfaction of the Engineer-in-charge. Issue of further drawings and /or written instructions, detailed directions and explanations which are hereinafter referred to as instructions of the engineer-in-charge in regards to:-
 - a. The variation or modification of the design, quality, or quantity of works or the addition or omission or deletion of any work.
 - b. Any discrepancy in the drawings or between the schedule of quantities and /or drawings and/or specifications.
 - c. The removal from the site of any materials brought there by the contractor and the substitution of any other material thereof.
 - d. The dismissal from the works of any persons employed there upon.
 - e. The opening up for inspection of any work covered up.
 - f. The amending /making good of any defects.
 4. The contractor shall forth with comply with and duly execute any instructions of work comprised in such engineers-in-charge instructions, provided always that the verbal instructions and explanations given to the contractor or his representative upon the works shall, if involving a variation , be confirmed in writing by the contractor within seven days and is not dissented in writing within a further seven days by the Engineer-In-Charge, such shall be deemed to be instructions of the Engineer-In-charge within the scope of the contract.
 5. The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-In-Charge who shall thereupon issue to the contractor its interpretation directing in what manner the work is to be carried out. In case the contractor feels aggrieved by the interpretation of the Institute then the matter shall be referred to the Superintending Engineer and his decision shall be final, conclusive and bind on both parties.
 6. The Engineer-in-charge shall have full powers and authority to supply the contractor from time to time during the progress of the work such drawings and instructions as shall be necessary for proper execution and the contractor shall carry out and be bound by the same.

7. The successful tenderer shall be required to enter into an agreement with the Institute. The Bill of Quantities & rates filled by the successful tenderer in, the General Condition of the Contract for CPWD works 2020, CPWD specifications for Civil, Electrical & Air-conditioning works, the special conditions, additional specifications, negotiation letter and the award letter etc. shall form part of the agreement to be signed by the successful tenderer. The cost of stamp paper and stamp duty, required for the agreement, shall be borne by the contractor.
8. The contractor shall, when called upon to do so, enter into and execute a contract agreement in the form with such modifications as may be necessary. The contract agreement, inclusive of its enclosures, shall remain in the custody of the Office of Infrastructure and Planning, IIT Kanpur and shall be made available him as and when required. Contractor shall however be supplied, an attested copy there free of cost.
9. Canvassing in connection with tenders is prohibited and the tenders, submitted by the tenderers who resort to canvassing, are liable for rejection.
10. Tenderers shall have to sign the attached declaration (ANNEXURE A) and if the declaration is not found to represent a true statement of facts the contract is liable to be canceled, earnest money forfeited and the contractor shall have no claim on the Institute.
11. Tenderer are not allowed to make additions and alterations in the tender document. Any additions and alternations, if incorporated in the tender, shall be at the tender's risk since the modified tender is liable for rejection.
12. Conditional tenders violate of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reasons. Tenders with any form of rebate shall be rejected summarily.
13. Water and electricity required for electrical & air-conditioning works shall be supplied free of charge.
14. Stamps duty on the security money shall also be the borne by contractor as per prevailing notification of U.P Govt. Income tax shall be deducted as per prevalent law.
15. Conditions for Electrical and Air-conditioning Works: -
 - a. 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.
 - b. All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1-part cement, 3 part coarse sand)
 - c. The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original.
 - d. 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.

Payment terms:

- a. No advance is payable.
 - b. On receipt of complete materials at the site 80% of cost will be paid.
 - c. Further 15% will be paid on completion of Testing, commissioning and installations.
 - d. 5% will be released on completion of warranty period of one year or against a suitable Bank guarantee of equal amount and period.
16. Technical literature, test certificates, and operation and maintenance manuals for window/split/tower ac units & their compressors must be provided.
 17. Works Inspection and Testing of Equipment:

- a. Prior to dispatch of equipment the Institute reserves the right to inspect the same at the manufacturer's works and the contractor shall provide and secure every reasonable access and facility at the manufacturer's works for inspection, for witness of all acceptance and routine tests as per relevant Indian Standards. Contractor shall give a reasonable notice for the purpose of test, and witness of all major equipment.
 - b. Pre-commissioning test: All routine tests shall be carried out on the electrical & air-conditioning equipment. Protective & measuring devices should be checked for calibration of window/split/tower ac units should be checked for air quantities and temperature. All grills/diffusers should be checked for balanced air quantities.
18. Rates: The work shall be treated as on works contract basis and the rates tendered shall be for complete item of work and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials at the site, labour related expenses as per relevant labour laws, testing of materials/ samples etc. Excluding Goods & Service tax (GST).
19. Taxes & Duties: Being an indivisible works contract, no other tax is payable other than GST. The GST shall be as applicable to IIT Kanpur as per Government rules.
20. The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, interiors, landscape, and electrical and mechanical engineering works, etc. No claim shall be entertained due to work being executed in the above circumstances.
21. Contractor must submit post award of work within 7 days complete schedule of work along with deployment details of resources, i.e. manpower and machinery. Schedule so submitted by the contractor, within the defined time period of the work, will be considered to be sacrosanct except for delays as might be considered by Engineer-in-Charge.

SCOPE OF CONTRACT

1. The scope of contract comprises of the supply, testing, installation of window ac and performing all services as listed in general and special contract conditions up to maintenance for (12) months until the expiry of warranty period of the supplied air conditioners as required.
2. The items are to be supplied to all offices in academic area spread over IIT Kanpur whose list will be provided by the Engineer In Charge in the preferred institute formats. The tentative quantity of AC unit (all types) will be approximately 22 units. However, IITK reserves its right to make any changes in the list as per the requirement of institute
3. The number of AC units depending on the requirement from time to time. The successful contractor should be prepared to supply additional quantities of the AC units at the agreed rates to the Institute as and when orders are placed during the validity period.
4. Typical Chart of quantities prepared for the AC requirements fulfilled / to be fulfilled for year 2023 based on various user requests from academic offices are as follows:

SL No	Type of AC	Capacity	AC Rating	Quantity
1.	Windows Type AC	1.5 TR	5 Star	14
2.	Windows Type AC	2.0 TR	5 Star	4
3.	Windows Type AC (Hot & cold)	1.5 TR	3 Star	4

This chart is for reference and procurement and installation must be based on actual list provided by the Engineer In Charge based on institute formats.

SPECIAL TERMS AND CONDITIONS

2. The rates for each unit to be supplied shall be quoted in the prescribed format only separately for different rating for supply and installations. The cost of up to 3 meters each of copper piping and its insulation, electrical cabling and drain piping shall be included in the machine cost. The rates must be quoted after summation of unit cost and low end works (Cu pipe per meter, drain pipe per meter, electrical cable per meter and outdoor stand)

3. The rate should be quoted separately for each items as per the model no: of each units for inverter type Five Star/Three star / 2-star High wall Split ACs /Window AC and the catalogs for the same must be submitted.
4. Tenders quoting for lesser specifications (like star rating etc.) than the specified shall be rejected. No deviation in technical specifications is accepted. No deviation in technical specifications is accepted.
5. IITK reserves the right to reject the offer without assigning any reason what so ever.
6. The requirement of High wall Split ACs, Window ACs and Inverter ACs may be at different locations all over campus on piecemeal basis as & when the requirement arises.
7. The Air conditioners shall confirm to the standard specifications supplied with this notice.
8. Payments will be released only after successful supply, installation testing and commissioning of AC units. If found defective, the ACs will be rejected and should be replaced with new one.
9. Wherever movement of Air conditioners of above rating is involved the compliance and completion of statutory formalities including matters relating to transport, GST, or other access or tax and delivery of ACs at the IITK specified premises is the sole responsibility of the contractor at its cost. In case any document is to be signed for the purpose, the same may be obtained by the contractor's representative from the specified office/security section, the same will be signed and returned by the IITK after due verification.
10. If any contractor offers any components /parts /equipment of higher capacity than that specified, it will be considered as equivalent and no weightage or extra cost benefit will be given.
11. Please note that if technical bid contains the price bid or copy of the same or any indication to the quoted price, the tender will be rejected outright. Failure to enclose any/all of the necessary documents and to submit the tender in the required format etc. will disqualify the tender.
12. IITK reserves the right to ask the contractors to divert the ordered equipment for a particular site to a different location inside IITK, if the situation so warrants.
- 13. Delivery and installation, unless specified, shall be within 2 weeks from the date of confirmed order from Office of Infrastructure and Planning through institute preferred formats for placing the requests.**
14. Liquidated damages for delay in supply & installation: If the delivery is not done or the work is not completed within the stipulated time period, a penalty of ½ % of the contracted value per week subject to a maximum of 5% of contract value will be levied to the AC contractor.
15. Guarantee /Defect liability period: Air conditioners should carry a minimum warranty of one year from the date of installation (compressor as per manufacturer's warranty) or 15 months from the date of delivery whichever is earlier. Onsite warranty should include free replacement of ACs during the warranty period, if not repairable at site within a reasonable period

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of 2022.

BETWEEN

The Director, IIT Kanpur represented through the **Dean, Infrastructure and Planning.**

IIT KANPUR (hereinafter referred as the Principal / Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and Permitted assigns) AND

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

through.....(Hereinafter referred to
as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.....) (hereafter referred to as “Tender / Bid”) and intends to award, under laid down Organization procedure, contract for “**SITC/ Replacement of Window ACs in Academic Area Zone-3,5,7,10 & 11 at IIT Kanpur**” hereinafter referred to as the “Contract”.

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

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

Article 1 : Commitment of the Principal /Owner

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

- 1) If the principal/owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act. 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2 : Commitment of the Bidder(s) /Contractor(s)

- 1) It is required that each Bidder/Contractor including their respective officers. Employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption, He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third

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

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

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

Article 3: Consequences of Breach

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

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

Article 4 : Previous Transgression

- 1) The Bidder declares that no previous transgression occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealing holiday listing of the

Bidder/Contractor as deemed fit by the Principal/Owner.

- 3) If the Bidder Contractor can prove that he has resorted recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion revoke the exclusion prematurely.

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

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

Article 6 : Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contract/Contractor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract has been awarded.

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

Article 7 : Other Provision

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

Article 8 : LEGAL AND PRIOR RIGHTS

All right and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative

and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provision covered under this Integrity Pact.

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

PART-C

Mandatory Conditions

1)	Compressor warranty	five years (or more in case offered by OEM)
2)	Machine warranty	One year
3)	Type of compressor	Copper Hermetically sealed rotary type
4)	Gas	Eco friendly / Green gas (R-410a /R32) only
5)	Star rating	As per BOQ
6)	ISEER rating	Minimum 3.3 for all ratings for 5-star AC's
7)	COP	Not less than 3
8)	Ambience temp	52 deg C
9)	Make of AC Units	Daikin, Hitachi, Blue star, Voltas, LG, Panasonic, Carrier
10)	Noise level	not to exceed 44db (A) –at a vertical distance of 1.5 meters
11)	Other conditions:	
12)	Year of Manufacture:	The unit supplied to the Institute should be manufactured on or after Jan'2022 only.
13)	Power supply	400/230V +10% of 50 Hz, 1/3 phase AC supply
14)	Insulation on Refrigerant piping	Heat and Cold Insulation with Nitrile Tube/EPE Foam Insulation Tube

LIST OF PREFERRED MAKES

Window/ /Hi-wall split AC	Daikin, Blue star, Voltas, Carrier, Hitachi, Panasonic, LG
Heat and Cold Insulation with Nitrile Tube/EPE Foam Insulation Tube for Air Conditioner Copper Pipe	Arm flex / K-Flex/Aerolam/equivalent
Copper Pipe	Mandev/Equivalent
Drainpipe	Astral/ Prince/Equivalent
Cables	Polycab / Finolex / CCI/KEI/Gloster/Plocab

Note: Any other make subjected to approval of Tender Inviting Authority subjected to non-availability of makes as per special conditions.