

	Indian Institute of Technology Kanpur	IWD/D1
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Name of work: Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur

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NIT amounting to **Rs. 58,40,748/- (Rupees Fifty Eight Lac Forty Thousand Seven Hundred Forty Eight Only)**

[Certified that this N.I.T. contains 37 (Thirty Seven) pages]

**Sr. Assistant Engineer
I.W.D. Division-I
I.I.T., Kanpur**

**Executive Engineer
I.W.D. Division-I
I.I.T., Kanpur**

CORRECTION (C)	NIL	Sr. A. E. E.E.
INSERTION (I)	NIL	
DELETION (D)	NIL	



IITK

Indian Institute of Technology Kanpur

IWD/D1

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

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

- 1. NIT No. 06/C/D1/2020-21/01, Name of work: **Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur**, Estimated cost **Rs. 58,40,748/-**, Earnest money **Rs. 1,16,815/-**, Period of completion **12 months**, Last time and date of submission of bid 3.30 PM on **05.08.2020**.

The bid forms and other details are available on website www.iitk.ac.in/iwd/tenderhall.htm, www.tenderhome.com. But the bids can only be submitted online on www.tenderwizard.com/IIT. This tender notice is also available on the website <https://eprocure.gov.in/cppp/latestactivetenders>. Any corrigendum regarding this tender will be published only on above mentioned websites.

No. IWD/CO/2020-21/1147

Dated:09.07.2020

Superintending Engineer

For the publication in the newspaper:

The Hindu- Lucknow edition

CORRECTION (C)	NIL	Sr. A. E.	E.E.
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DELETION (D)	NIL		



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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

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

Sl. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Period of completion	Last date and time of submission of tender	Period during which EMD and other document to be	Time & date of opening of tender
01	06/C/D1/2020-21/01	Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur	Rs. 58,40,748/-	1,16,815/-	12 Months	Upto 3.30 PM on 05.08.2020	Upto 3.30 PM on 06.08.2020	At 3.30 PM on 07.08.2020

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

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

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

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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1. The intending tenderer must read the terms and conditions of CPWD-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The bid document consisting of plans, specifications the schedule of quantities of varies types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm, www.tenderhome.com and <https://eprocure.gov.in/cppp/latestactivetenders> free of cost and shall be submitted on line on website www.tenderwizard.com/IIT.
4. The intending tenderer has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date.

The amount of EMD can be paid by multiple Demand Draft / Pay Order / Banker's Cheque / Deposit at call receipt / Fixed Deposit Receipts along with multiple Bank Guarantee of any Scheduled Bank if EMD is also acceptable in the form of Bank Guarantee.

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending tenderer must have valid class-III digital signature to submit the tender.
7. On opening date, the contractor can login and see the tender opening process. After opening of tenders he will receive the competitor tender sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour .

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 tenderer, rate of such item shall be treated as "0" (ZERO).

CORRECTION (C)	NIL	
INSERTION (I)	NIL	
DELETION (D)	NIL	
		Sr. A. E. E.E.



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

- Copy of Registration with the Department.
- Required Experience / completion certificates of similar nature of works.
- Registration Certificates of EPF and ESIC
- Scan copy of E.M.D. as to be submitted in hard copy.
- GST Registration No.

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CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		

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FORM -6 FOR e-Tendering

The Superintending Engineer, IWD, I.I.T., Kanpur on behalf of Board of Governors of IIT Kanpur invites online item rate tender from approved and eligible* contractors for the work of: **Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur**

1. The work is estimated to cost **Rs. 58,40,748/-** This estimate, however, is given merely as a rough guide.

2. Criteria of eligibility

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

3. 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.

4. The time allowed for carrying out the work will be **12 months** from the date of start as defined in schedule „F“.

5. The site for the work is available.*

6. The bid document consisting of plans, specifications the schedule of quantities of varies types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitk.ac.in/iwd/tenderhall.htm, www.tenderhome.com and <https://eprocure.gov.in/cppp/latestactivetenders> free of cost and shall be submitted on line on website www.tenderwizard.com/IIT. other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-I, IIT, Kanpur between hours of 10:00 AM to 5:00 PM from **13.07.2020 to 31.07.2020** every day accept on Saturdays, Sundays and Public Holidays free of cost.

7. 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.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



8. 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.

9. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit

Receipt (drawn in favour of **the Director, IIT, Kanpur**) along with Bank Guarantee of any Scheduled Bank wherever applicable.

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

(i) **e-Tender Processing Fee – Rs. 6892/-** drawn in favour of **"ITI Limited"** payable at Delhi in the form of e-payment. No other mode of payment can be accepted.

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

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer after last date & time of submission of tender and up to 03:30 PM **on 05.08.2020**.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit and other documents placed in the envelope are found in order.

The tender submitted shall be opened at 03:30 PM on **07.08.2020**

10. The tender submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The tenderer is found ineligible.
- (ii) The tenderer does not upload all the documents as stipulated in the tender document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



11. 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 Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled Bank (in case the guarantee amount is less than Rs. 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexes hereto. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule „F“, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**

12. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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, 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 tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers 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 tender by a tenderers implies that he has read this notice and all other conditions of contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.

13. 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.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
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14. 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.
15. The competent authority on behalf of Board of Governors, IIT, Kanpur reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the IIT Kanpur responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the IIT Kanpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. 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 cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
18. 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.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

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

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



IITK

CPWD-7

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

(A) Tender for the work of:

Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex 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.

A sum of Rs. **116815/-** is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT, Kanpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in 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.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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

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

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

**

Dated _____** _____ Signature of contractor Postal Address **

Witness: **

Address: **

Occupation: **

CORRECTION (C)	NIL	Sr. A. E. E.E.
INSERTION (I)	NIL	
DELETION (D)	NIL	



Operative schedules shall be supplied separately to each intending tenderer)

SCHEDULE „A“

Schedule of Quantities:

Uploaded separately

SCHEDULE ‘B’

Schedule of materials to be issued to the contractor:

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

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:	Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur		
Estimated cost of the work:	Civil Items of Work	Rs. 5840748.00	
Earnest money	Rs. 116815.00		
Performance Guarantee	5% of the tendered value of the work		
Security Deposit	5% of the tendered value of the work		

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



General rules and direction:

Officer inviting tender	Superintending Engineer, Institute Works Department IIT, Kanpur
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Definitions:

- 2(v) **Engineer-in-Charge**
For Civil items of work **EE, IWD, IIT, KanpurKanpur**
- 2(vi) Accepting Authority **SE, IWD, IIT, Kanpur**
- 2(vii) Percentage on cost of materials and labour to cover all overheads and profits
- 2(viii) **Standard Schedule of Rates:**
Civil Items of Work: D.S.R. 2018 with up to date correction slips
- 2(ix) Department: Central Public Works Department

- Clause 1**
 - i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **15 Days**
 - ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period as provided in i) above **1 to 15 Days**
- Clause 2** Authority for fixing Compensation under Clause 2 **Superintending Engineer,
Institute Works
Department
IIT, Kanpur.
Or successor thereof**
- Clause 2 A** Whether Clause 2A shall be applicable **No**
- Clause 5**
 - i) Number of days from the date of issue of letter of acceptance for reckoning date of start **22 Days**
 - ii) Time allowed for execution of work **12 (twelve) Months**
- Authority to decide** **Extension of time** **SE, IWD, IIT Kanpur**
- Clause 7** Payment. **Monthly**

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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SPECIAL CONDITIONS FOR MATERIAL

1. The contractor shall at his own expense procure and provide all materials
2. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
3. 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.
4. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.
5. The contractor has to take the workmen compensation policy of the workers and this policy have to be submitted to the Institute before the commencement of this work.
6. The daily attendance of the workers deployed shall have to be submitted to the Institute.
7. The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.
8. 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.
9. The contractor has to deposit monthly EPF & ESIC to the concerned departments and monthly reimbursement of the same shall be submitted to the department
10. The GST as applicable shall be payable along with the monthly bills to the contractor.
11. The contractor have to purchase and provide all safety gadgets such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc to the workers at the commencement of the work against the provision of contingencies.

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DELETION (D)	NIL		



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SPECIAL CONDITIONS

Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex at IIT Kanpur

The contract shall be drawn initially for a period of 12 (Twelve) months. 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.

Similarly the contractor shall be at liberty to seek termination of service contract after the expiry of 1 (one) month from the date of commencement of the contract. It will however issue 1 (one) month advance notice in writing of its intention to do so.

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 **"TEER OF 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.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



- 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
- 2.0 The EMD of **Rs. 116815.00 (One Lac Sixteen Thousand Eight Hundred Fifteen only)**, in respect of the successful bidder will be converted into Security Deposit and shall be held by the Institute as performance guarantee. The additional security money @ 3% of the contract value shall also be required to be submitted by the contractor at the time of signing of agreement. The security deposit shall be refunded within 6 months from the date of completion of services contract, without any interest. In the event of failure to provide satisfactory services as mentioned above, the security deposit shall be absolutely forfeited.
- 3.0 The contractor shall appoint a highly skilled supervisor for monitoring the work in each shift. He should be a Graduate, preferably with appropriate sport degree/diploma.
- 4.0 The Supervisor appointed by the contractor shall report to the appointed person by the Institute who with controlling officer on day-to-day basis and organize the work as per his directions. He will also follow the instruction given by the respective coaches.
- 5.0 No part of the contract shall in any manner or degree be transferred assigned or sublet by the contractor directly or indirectly to any person or firm. Violation of this condition shall render the contractor liable for panel action including termination of the contract and forfeiture of security deposit.
- 6.0 If the contractor does not commence any work in the manner described in the contract document or if at any time in the opinion of the Engineer-in-charge,
- i) Fails to carryout the works in conformity with the contract document.
OR
 - ii) Substantially suspends the work without authority from the Institute.
OR
 - iii) Fails to carryout and execute the works to the satisfaction of the Institute.
OR
 - iv) Commits or permits breach of any other kind, or observes or persists in any of the above mentioned breaches of the contract, after notice in writing shall have been given to the contractor by the Institute requiring such breach to be remedied.
 - v) If the contractor shall abandon the works then in any such case, the Institute



shall have the power to enter upon the premises, take possession thereof, to rescind the contract and to carry on with the works by the contractor's workmen the supervisor, as the Institute in its absolute discretion may think proper, without making any payment to the contractor.

7. The contractor shall make its own arrangement for transportation of the staff to and fro to the campus and to the site of work.
8. The contractor shall have to work under the overall control of the controlling officer and in close liaison with the monitoring committee.
9. If the contractor fails to commence the work on any day due to any reasons whatsoever, a penalty @ one fifteenth of the monthly contract value per day of default shall be deducted from the monthly bill. However if the services are disrupted for two consecutive days, the contract will be rescind without any notice and the security deposit shall be absolutely forfeited.

The contractor shall make all efforts to ensure that the sufficient labour deployment in each shift. If the manpower is found short due to any reason, the contractor shall have to redistribute the work among the reporting staff and continue to maintain the services in normal conditions.

10. The contractor shall furnish to the controlling officer, bill in respect of the monthly charges for providing services under the contract, in the last week of every month. The Institute shall ensure payments within 10 (Ten) working days from the date of submission of bill. The contractor shall ensure that the wages are paid to its employees before 7th of every month.
11. The controlling officer shall endorse the following certificate on the monthly bills, before recommending it for payment to Engineer-in-charge.
 - i) "Certified that the contract during the period of the bill have been carried out as per the scope of work, terms & condition of the contract and to his entire satisfaction"

12. The contractor shall submit the bill along with the proof of having paid due wages to all the workmen engaged on the job during the proceeding month. The wages shall be disbursed to the workmen in the presence of the controlling officer or his authorized representative, who will sign the wage register to certify the payment.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



IITK

13. The employees of the contractor shall carry personal identity cards with EPF & ESIC nos. mentioned on the cards issued by the contractor while on duty. In addition to this the contractor shall furnish from time to time a complete list of employees, along with passport size photographs and their residential address, to the security officer of the Institute.
14. If and whenever any of the contractor's employees shall, in the opinion of the officer-in-charge of the Institute, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that it is undesirable for administrative reasons for such persons to be employed in the work comprised in the contract, the contractor if so directed, shall remove such person from employment within a reasonable time. Any persons so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute.
15. The contractor shall be responsible for the proper behavior of all the staff employed on the work and shall exercise a proper degree of control over them. In particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employee from trespassing / action in any way detrimental or prejudicial to the interests of the community or of the Institute of all consequent claims or actions for damages or injury whatsoever. The decision of the Institute upon any matter arising under this clause shall be final binding on the contractor.
16. Payment, due to the contractor, under contract shall be made by the Institute by account payee cheques under acknowledgement. The contractor shall present the bill duly pre-receipted on proper revenue stamp. All efforts shall be made by the Institute to make the payment within 10 working days.
17. Payment of final bill shall be made to the contractor within 30 days from the expiry / termination of the contract, provided:
 - i) It is accompanied with the wage register for the entire period of contract, duly authenticated by the controlling officer or his authorized representative.
18. No person below the age of 18 (eighteen) years shall be employed on the work. Similarly no women staff shall be employed since the duty involves working in odd hrs.
19. The contractor shall not pay to persons engaged by him on the work, less than minimum wages prescribed by labour commissioner (central), Kanpur from time to time.

CORRECTION (C)	NIL	Sr. A. E. E.E.
INSERTION (I)	NIL	
DELETION (D)	NIL	



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20. 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 at the time of preparation of Estimate + 15% shall be reimbursed to the contractor in addition to the contract amount.
21. The contractor shall, at their own expense, Comply with all labour laws and keep the Institute indemnified in respect thereof.
22. The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour Act. 1976, with in a reasonable time.
23. The contractor shall be solely responsible as regards to payment of wages / salary, service conditions and terms & conditions of employment. In this connection, he shall maintain requisite records and comply with all laws / enactment's, rules, regulations and orders applicable to the contractor's employees in general and in particular laws / enactment's, rules & regulations
& orders dealing with employment of contract labour, payment of minimum wages, fire & safety regulations, security arrangements and such other rules & regulations as may be applicable at present or made applicable hereafter.
24. Drinking liquor with in the Institute campus is strictly prohibited. Violation of this rule by the employees of the contractor shall render them liable for prosecution as per law and automatically disqualify them from deployment on the work
25. The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the contractor, save and except an accident or injury resulting from any act or default of the Institute. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect of or in relation their to.
26. The contractor's staff not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of the statutory provisions of relevant labour laws applicable from time to time, in carrying out the service contract. The Institute shall not be liable to any penalty for which the contractor is responsible under the law. However if the
Institute is forced to pay any cost of any nature on account of contractor's liabilities, the said cost shall be recovered from the payments due to the contractor.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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- 27. The contractor shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactment’s viz minimum wages Act payment of wages Act, Industrial Dispute Act, Contract Labour (Regulation & Abolition) Act and all other labour & industrial enactment’s at their own risk and cost in respect of all staff employed by them. The Institute shall be indemnified for any action brought against it for any violation / non-compliance of any of the provisions of any of the Acts etc. The contractor shall maintain all records required to be maintained under the statutory enhancements. The controlling officer shall be entitled to inspect all such records at any time.
- 28. The workers shall report to Contractor and register their daily attendance and same the attendance copy submitted to Junior Engineer.
- 29. The value of work shall be inclusive of the wages of the workers & supervisor, cost of tools and implements i/c contingent expenditure incidental to the work etc. Nothing extra shall be payable in addition to the monthly value of the contract except.
 - 1) The contribution of EPF & ESIC by the contractor shall be reimbursed on production of the original challan of deposit of the same in the office of competent authorities along with the list of labours downloaded from the website of EPF & ESIC duly signed by the Contractor. Administrative expenses deposited by the contractor shall not be reimbursed. The photo ID card in hindi shall be issued by the contractor depicting the following details:
 - a) Name of the contractor
 - b) ID card no.
 - c) Full name of the worker with photograph
 - d) Date of Birth
 - e) Father’s /Husband Name
 - f) Category (skilled / semi skilled / unskilled)
 - g) Full Postal address (permanent)
 - h) Workers’ EPF code no.
 - i) Workers’ ESI membership no., if any
 - j) Date of issue of ID card
 - k) Validity period of ID card

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



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Indian Institute of Technology Kanpur

IWD/D1

The disbursement of wages shall be made by the contractor in the MWMC office in presence of the institute representative. The wage slip should also contain, the EPF & ESI nos. and workers ID card no.

2) The Service Tax paid by the contractor shall be reimbursed on production of the receipt of deposit of the same in the office of competent authorities.

30. The contractors must have their ESI & EPF account at the local office at Kanpur.

31. Being an individual work contract no other tax is payable other than GST.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		




IITK

SCOPE OF WORK

SUB: Up keeping of sports fields such as main athletics, cricket ground, hockey & football facility, ACES / athletics ground, Lawn Tennis courts & Gymkhana complex at IIT Kanpur

1. The contract is for up keeping of lawn tennis courts and squash courts, badminton courts, gym, TT room, skating rink, practice tennis / volley ball courts, hockey, football, main athletics, cricket ground ACES cricket/athletics ground, synthetic basketball courts, and volley ball courts i/c store rooms, change rooms, toilets, offices, parking area etc. at IIT Kanpur premises, in order to ensure the court as well as complex is made available for playing at a given time by the institute.
2. The Court shall be made available for playing 6 days a week in general and shall be closed on gazette holidays of the institute. The day of weekly holiday shall be decided by the institute. The day may vary depending upon the academic calendar of the institute. If required by the institute, the court shall also be made available on weekly holidays. Additional manpower shall be engaged by the agency for housekeeping on those days. An advance notice of 15 days shall be given by the institute, if the complex is required for playing on weekly/ gazetted holidays.
3. The court & complex shall be dept open from 6 AM to 10 PM. The required manpower shall be dept as per the following shifts:
 - a) 6 AM to 10 AM and 6 PM to 10 PM.
 - b) 9 AM to 6 PM (with one hour lunch break).
4. The court shall be prepared for playing and the following shall be carried out:
 - i) Pickup & dispose of debris from the entire complex.
 - ii) Picking up, arranging & periodic cleaning of weightlifting and Gym equipment's, TT tables, badminton and volleyball nets.
 - iii) Periodic cleaning of ceilings and rafters.
 - iv) Clean & sweep the courts with dry broom before play starts.
 - v) The floor mats shall be kept clean.
 - vi) Maintain & clean the office, change rooms, toilets, sitting gallery and parking within and outside the complex from dust & debris.
 - vii) The court shall be washed whenever it is dirty-at least once a month.
 - viii) Overall maintenance will be done as per advice/ supervision of respective coach.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		

		
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- ix) Daily watering of volley ball courts.
 - x) Daily lime powder marking of volley ball courts.
 - xi) Heavy rolling with a mechanized roller / manual roller (2-3 tone) of volley ball court.
 - xii) Grass cutting of outside area of Gymnasium complex & Lawn Tennis ground shall be done fortnightly.
 - xiii) Daily removal of garbage, cleaning and brooming of leaves from the grounds.
5. The contractor shall ensure for Tennis Court complex, synthetic court that after the rains court shall be made dry with sponge rollers before courts are declared ready for playing additional maintenance work as per advice of concerned coach.

CORRECTION (C)	NIL	Sr. A. E. E.E.
INSERTION (I)	NIL	
DELETION (D)	NIL	



IITK

6. The contractor shall also ensure the following :
- i) The lights of the individual courts are switched ON only before playing and switched OFF as soon as play is closed on that court from 6 PM to 10 PM only.
 - ii) Eatables, beetle, pan tobacco, chewing gum should not be allowed in the court complex.
 - iii) Leather shoes/ sandals are not allowed on the courts.
 - iv) Can of the balls are opened by the players outside of the courts.
 - v) No chair & table permitted on the courts.
 - vi) Only non-marking shoes/ sneakers with white soles are allowed on synthetic courts.
 - vii) Only non-marking shoes are allowed on wooden courts.
 - viii) No plastic bags shall be allowed on the courts.
 - ix) The shoes of the players are dust free before they are allowed to enter the courts.
 - x) No body shall be allowed on the court surfaces without proper shoes and proper kit. Lockers should be used for storage of additional kit material.
 - xi) The complex shall be properly locked and lights are switched OFF after the end of the play on all days. The key shall be handed over to the designated officer of the institute.
7. The contractor shall ensure the following for cricket / athletic ground.
- i) The Complex shall be properly locked and lights are switched OFF after the end of the play on all days. The key shall be handed over to the designated officer of the institute.
 - ii) Daily removal of garbage, cleaning and brooming of leaves from the grounds.
 - iii) Weekly rolling of grounds and outfield with a mechanized roller (2-3 tonne), weekly medium/heavy rolling of 30 yard circle and light/medium rolling as per requirement and during the cricket season (September to May), once every three weeks but during cricket season (September to April), daily light/ medium rolling of pitches (both practice and match pitches).
 - iv) Daily or weekly heavy watering as per requirement & location in the filed.
 - v) Heavy weekly watering (on the off day) or daily sprinkling of grounds and de-weeding (preferably every 15days) as per requirement.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



- vi) Grass cutting of outfield every 15 days at level 2 for outfield, level 1 for thirty yard circle and level 0 for pitch.
 - vii) Daily cleaning of toilets and sweeping in the stadium area, stairs, concrete basketball court, stores and offices.
 - viii) Laying and removal of sport equipments (hurdles, mats etc.)
8. The Contractor shall ensure the following for hockey & football field.
- i) Daily removal of garbage, cleaning and brooming of leaves from the grounds.
 - ii) Daily inspection of grounds and watering of dry patches and filling of holes and depressions.
 - iii) Grass cutting once in 15 days, for football cutting at level ;1 or 2, while for hockey the cutting will be at 0 and 1 level. Differential cutting levels in the D area and outside it.
 - iv) Weekly marking lines on the ground.
 - v) Cleaning of toilets.
9. The contractor shall ensure the following for ACES ground.
- i) Removal of garbage, cleaning and brooming of leaves from the grounds periodically.
 - ii) Grass cutting of ground outfield once every 15days.
 - iii) Rolling of outfield and pitch as required.
10. All the housekeeping consumables, T&P (like toilet cleaner, wooden floor cleaner, lime, rope for marking, water tubes, sprinklers, petrol engine lawn movers (4 no's), brooms, fertilizers etc), fuel shall be provided by the contractor except rollers which will be provided by the institute & repairing, maintenance of the same shall be borne by the contractor.

(R.K Verma)
Executive Engineer
IWD

CORRECTION (C)	NIL	Sr. A. E. E.E.
INSERTION (I)	NIL	
DELETION (D)	NIL	



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Annexure-1

UNDERTAKING FROM THE TENDERER

I/We have read and examined the notice inviting tender, scope of work, frequency of work, special condition & General Terms of the Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the tender document and in accordance with, such conditions so far as applicable.

We agree to keep the tender open for 90 (ninety) days from the due date of submission thereof and note to make modifications in its terms & conditions.

A sum of **Rs. 116815.00 (One Lac Sixteen Thousand Eight Hundred Fifteen only)**, is hereby deposited in the form of deposit at call Receipt/ Fixed Deposit Receipt of a Bank as earnest money.

If I /We, fail to commence the work specified I /we agree that the said Director, IIT Kanpur or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% off the said earnest money without assigning any reason. Otherwise the said earnest money shall be retained towards security deposit.

I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret / confidential 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 information in any manner prejudicial to the safety of the state.

I/We understand the institute is at liberty to accept or reject any or all tenders without assign any reason. It is not bound to accept lowest or any other tender.

Dated.....

Signature of contractor

Postal Address/Seal

Witness:

Address /Occupation

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



IITK

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of 2020.

BETWEEN

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

AND.....

(Name and Address of the Individual firm Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No. **06/C/D1/2020-21/01**) (hereafter referred to as "Tender / Bid") and intends to award, under laid down Organization procedure, contract for **"Upkeeping of sports fields such as main athletics and cricket ground (SAC ground), hockey & football facility, ACES cricket / athletics ground, lawn tennis court and gymkhana complex 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 participate in a tender on behalf of one manufacture, he shall not be allowed to quote on behalf of another manufacture along with the first manufacture in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake /forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and or to influence the procurement process to the detriment of the government interests.
 - 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 anticorruption approach or with Central Government or State Government or any other Central State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject ,he can be disqualified from the Tender Process or action can be taken for banning of business dealing holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder Contractor can prove that he has resorted recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion revoke the exclusion prematurely.

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

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

Article 6 : Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contract/Vendor 8 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract has been awarded.

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

Article 7 : Other Provision

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

Article 8 : LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:



IITK

BANK GUARANTEE BOND

In consideration of the Board of Governors of IIT Kanpur (hereinafter called "the Government") having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we

(hereinafter referred to as "the Bank") hereby undertake to pay to the

(Indicate the name of the Bank)

Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the Government.

2. We _____ do hereby undertake to pay the amounts due and payable

(Indicate the name of the Bank)

under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).



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thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with

(Indicate the name of the Bank)

the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs.

_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the _____ day of _____ for

(Indicate the name of the Bank)

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		



- (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
- (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
BANK

SIGNATURE OF THE

WITNESS
(SIGNATURE, NAME AND ADDRESS)

SEAL

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

CORRECTION (C)	NIL	Sr. A. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		