

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
INSTITUTE WORKS DEPARTMENT  
CENTRAL OFFICE**

**TENDER DOCUMENT**

**Name of work:** Sub soil investigation of following buildings at IIT Kanpur:

- i. Hall of Residence for boys No. 14.
- ii. Hall of Residence for boys No. 15.
- iii. Common Dinning Facility for Hall of Residence No. 14 & 15.
- iv. New Building for BSBE Department.

<b>Sl. No.</b>	<b>Description</b>	<b>Page</b>
1	NIT, Forms CPWD 6 & 7, Proforma of schedules and special conditions etc.	31 Pages
2.	Schedule of Quantity	02 Pages
	<b>Total</b>	<b>33 Pages</b>

**Estimated Cost Rs. 7,35,000/- (Rupees Seven Lacs Thirty Five Thousand Only)**

(Vijai Pratap Singh)  
Executive Engineer

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**INSTITUTE WORKS DEPARTMENT**  
INSTITUTE WORKS DEPARTMENT  
**DIVISION-III**  
**Notice inviting Tender**

The Executive Engineer on behalf of Board of Governors, IIT, Kanpur, invites item rate tenders in single bid system from specialized agencies of sub soil investigation as follows:

NIT No.	Name of Work	Estimated cost (Rs.)	Earnest money (Rs.)	Period of completion (months)
09/C/D3/2019-20/1	Sub soil investigation of following buildings at IIT Kanpur: i. Hall of Residence for boys No. 14. ii. Hall of Residence for boys No. 15. iii. Common Dinning Facility for Hall of Residence No. 14 & 15. iv. New Building for BSBE Department.	7,35,000/-	14,700/-	02

Last date & time of submission of bid 3.30 PM on 21.08.2019. The bid forms and other details are available on website [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm), [www.tenderhome.com](http://www.tenderhome.com), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). But the bids can only be submitted online through, [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Any corrigendum regarding this Tender will be published only on above mentioned website.

No. IWD/Div-III/2019-20/101 Dated: 07.08.2019

Executive Engineer

**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR**  
**INSTITUTE WORKS DEPARTMENT**  
**Notice Inviting Tender**

The Executive Engineer on behalf of Board of Governors, IIT, Kanpur, invites sealed item rate tenders in single bid system from specialized agencies of sub soil investigation for the following work:

S. No.	Name of work and location	Estimated cost put to tender (In Rs.)	Earnest Money	Period of Completion (in Months)	Last date & time of submission of tender	Period during which EMD, and other Documents shall be submitted	Time & date of opening of tender
01	NIT No. 09/C/D3/2019-20/01 Sub soil investigation of following buildings at IIT Kanpur: i. Hall of Residence for boys No. 14. ii. Hall of Residence for boys No. 15. iii. Common Dinning Facility for Hall of Residence No. 14 & 15. iv. New Building for BSBE Department.	735000/-	14700/	02 Months	Up to 3:30 PM on 21.08.2019	After last date and time of submission of tender and up to 3:30 PM on 22.08.2019	At 3:30 PM on 23.08.2019

- 1) Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted:
  - a) Should have satisfactory completed the works as mentioned below during the last five years.
    - 3 (three) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD/ Central Public Sector Undertakings) each costing not less than **Rs. 3.68 Lac OR 2** (two) similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies/ State PWD / Central Public Sector Undertakings) each costing not less than **Rs 4.41 Lac OR 1** (one) similar completed work (in Central Government/ Central Autonomous

Bodies/ State PWD/ Central Public Sector Undertakings) of aggregate cost not less than **Rs 5.88 Lac**.

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

- I. Treasury Challan/ demand Draft/ Pay Order or Banker's Cheque / Deposit at call Receipt of any scheduled Bank against EMD.
- II. Certificates of Work Experience.
- III. Bank Solvency Certificate.
- IV. Details of tools and plants required for sub soil investigation work for field test.
- V. Details of laboratory test carried out in their own laboratory
- VI. Affidavit as per provisions of clause 1.2.3 of CPWD-7.
- VII. Registration Certificate of GST No.
- VIII. Any other Document as required.

**Note:** Similar nature of work means the work of subsoil investigation work comprises necessary boring, in-situ tests inside boreholes and consolidated report on the boring work. 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 last date of receipt of applications for bids.

Should have average annual financial turnover of **Rs 2.21 Lac** during the last three years.

- c) Should not have incurred any loss in more than two years during the last five years.
  - d) Should have solvency of **Rs 2.21 Lac**
  - e) **The sub soil investigation agency must have own well equipped laboratory setup for various types of test.**
- 2) The intending bidder must read the terms and conditions of CPWD-7 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
  - 3) Information and Instructions for bidders posted on website shall form part of bid document.

- 3.1 The eligible tenderer sign the tender document (i.e. schedule of quantities, conditions and special conditions etc.).
- 3.2 After acceptance of the tender by competent authority, the SE, IWD shall issue letter of award on behalf of the Board of Governors.
- 4) The agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-7 as modified and corrected upto **31.07.2019** (whereas correction vide latest circulars are incorporated or not in this document), which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement
- 5) The time allowed for carryout the work will be **02 months (two)** 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 document.
- 6) The site for the work is available.
- 7) 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 except Standard General Conditions of Contract Form can be seen on website [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm) or [www.tenderhome.com](http://www.tenderhome.com) or [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-III, IIT, Kanpur between hours of 10:00 AM to 5:00 PM from 10.08.2019 to 20.08.2019 every day except on Saturdays, Sundays and Public Holidays in free of cost.
- 8) The complete bid can only be submitted in hardcopy at the office of the Executive Engineer, IIT Kanpur. the details of the mandatory documents such as Demand Draft or Pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipts of any scheduled Bank towards EMD in favour of Director IIT Kanpur along with other documents as specified.

Other necessary documents also can be seen in the office of the Executive Engineer, IWD Division-III, IIT, Kanpur between hours of 10:00 AM to 5:00 PM from **10.08.2019 to 20.08.2019** every day except on Saturdays, Sundays and Public Holidays free of cost.

- (i) Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR against EMD, Cost of Tender Document and proof of deposit of tender Processing Fee shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document with name of work and due date of opening of the tender also mentioned thereon.
- (ii) Copy of Registration / Enlistment Order and certificate of work experience wherever applicable and other documents if required and specified in this bid document shall be submitted in the office of Superintending Engineer, IIT Kanpur within the period of tender submission and certified copy of each

shall be deposited in a separate envelope marked as "Other Documents".

**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 the Executive Engineer up to 03:30 PM on 22.08.2019.**

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

The tender submitted shall be opened at **3:30 PM on 23.08.2019.**

- 9) The tender submitted shall become invalid and cost of tender shall not be refunded if:
  - (i) The tenderers are found ineligible.
  - (ii) The tenderer does not submit all the documents as stipulated in the tender document.
  - (iii) If any discrepancy is noticed in hard copies submitted physically in the office of tender opening authority.
- 10) The tender shall be accompanied with earnest money of **Rs. 14,700/-**. in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit At Call Receipt or Fixed Deposit Receipt of any schedule bank in favour of Director IIT Kanpur payable at Kanpur.
- 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 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 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', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**
- 12) Application supported by prescribed annexure and earnest money and the financial bid shall be placed in separate sealed envelope each marked "Eligibility documents & earnest money" and "financial bid" respectively. All these two envelope shall be submitted together in another sealed envelope. The bids will be received upto 3.00 PM on 22.08.2019.
- 13) The Institute reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed to suitable by it, if too many bids are received satisfying the laid down criterion.

- 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 / bankers cheque of any scheduled bank / demand draft of any scheduled bank / pay order 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' indicating the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

- 15) The description of the work is as follows: "**Sub soil investigation of following buildings at IIT Kanpur (i) Hall of Residence for boys No. 14 (ii) Hall of Residence for boys No. 15 (iii) Common Dining Facility for Hall of Residence No. 14 & 15 (iv) New Building for BSBE Department.**

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

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 the risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer 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 tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 16) 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 of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

- 17) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 18) 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 tenderer shall be bound to perform the same at the rates quoted
- 19) 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 as Divisional Accountant or as an officer in any capacity between the grade 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 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 the concerned Department / termination of the contract from this institute.
- 20) 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 two years after his retirement from government service, without the previous 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.
- 21) The tender for the works shall remain open for acceptance for a period of **Ninety days** from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever 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 a liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 22) This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/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, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. **Form-7** as modified and **corrected upto 31.07.2019** (Whether correction vide latest circulars are incorporated or not in this document).



- 23) Tenders with any condition including conditional rebates shall be rejected forthwith. However, tenders with unconditional rebates will be acceptable.
- 24) The acceptance of the tender shall be conveyed by the **Executive Engineer, IIT, Kanpur** on behalf of the Board of Governors, IIT Kanpur.

**Executive Engineer**

## SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

**Name of Work:** Sub soil investigation of following buildings at IIT Kanpur:  
i. Hall of Residence for boys No. 14.  
ii. Hall of Residence for boys No. 15.  
iii. Common Dinning Facility for Hall of Residence No. 14 & 15.  
iv. New Building for BSBE Department.

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for subsoil investigation item of work. If the tenderer wants to offer any unconditional rebates on their rates. The contractor shall quote the item rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is 02 (two) months.
- 4 The contractor(s) shall make his own arrangements for water required for the execution of work. For electricity a temporary electric connection at suitable place shall be provided by the Institute on request of the contractor. The required cable and electrical meter shall be arranged by the contractor. The monthly consumption of electricity shall be recovered from the running bills of the contractors on the approved rates of the Institute.
- 5 Contractor has to deploy required Plant and machinery on the project as mentioned in pre-qualification document. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 6 All measurements and levels shall be taken jointly by the authorized representative of the Institute and the contractor or his authorize representative from time to time during the progress of the work.

## ITEM RATE TENDER AND CONTRACT FOR WORKS

**Tender for the Work of:** Sub soil investigation of following buildings at IIT Kanpur:

- i. Hall of Residence for boys No. 14.
- ii. Hall of Residence for boys No. 15.
- iii. Common Dinning Facility for Hall of Residence No. 14 & 15.
- iv. New Building for BSBE Department.

### **Signature of officer issuing the documents**

Designation: **Executive Engineer, Div-III, IWD, 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 financial bid** and not to make any modifications in its terms and conditions.

A sum of **Rs. 14,700/-** 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 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.

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 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 institute.

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.

Dated \_\_\_\_\_

Signature of contractor

Postal Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director IIT Kanpur for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), The letter referred to below shall form part of this contract Agreement:-

- i)
- ii)
- iii)

Dated:

For on the behalf of Director, IIT Kanpur  
Signature \_\_\_\_\_

**Designation** \_\_\_\_\_

# PROFORMA OF SCHEDULES

## **SCHEDULE 'A'**

**Schedule of Quantities as per CPWD-3: As per separate sheet attached for sub soil investigation work.**

## **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor:

S.N.	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.N.	Description of item	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'**

Reference to General Conditions of contract.

<b>Name of Work:</b>	Sub soil investigation of following buildings at IIT Kanpur: i. Hall of Residence for boys No. 14. ii. Hall of Residence for boys No. 15. iii. Common Dinning Facility for Hall of Residence No. 14 & 15. iv. New Building for BSBE Department.
<b>Estimated cost of the work:</b>	<b>Rs. 7,35,000.00</b>
<b>Earnest money</b>	<b>Rs. 14,700.00</b>
<b>Performance Guarantee</b>	5% of the tendered value of the work
<b>Security Deposit</b>	5% of the tendered value of the work

## **SCHEDULE 'F'**

### **General rules and direction:**

Officer inviting tender

**Executive Engineer,  
Institute Works Department,  
IIT Kanpur**

Maximum item of quantity of items of See at appropriate clause under work to be executed beyond which definitions rates are to be determined in accordance with Clause 12.2.& 12.3

**Refer Clause 12**

### **Definitions:**

2(v) **Engineer-in-Charge**

**Executive Engineer-I**

2(viii) Accepting Authority

**B&WC**

2(x) Market rate: Percentage on cost of materials and labour to cover all

NIL

overheads and profits

2(xi) Standard Schedule of Rates:	MR
2(ix) Department:	IWD, IIT, Kanpaur
2(x) Standard CPWD contract Form:	GCC 2014, CPWD <b>Form-7</b> as modified & corrected up to <b>31.07.2019</b> (Whether correction vide latest circulars are incorporated or not in this document).

**Clause 1**

Time allowed for submission of performance e guarantee from the date of letter of acceptance 15 days

ii) Maximum allowable extension beyond the period as provided in i) above authority for fixing compensation under clause 2 7 days

**Clause 2**

Authority for fixing compensation under clause 2 **Superintending Engineer**

**Clause 2A**

Whether clause 2A shall be applicable No.

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start 22 days

Time allowed for execution of work **02 Month**

**Authority to decide**

**i) Extension of time** **Superintending Engineer,**

**Clause 6** **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 **Rs. 03 Lacs**

**Clause 10A**

List of testing equipment to be provided **Not Applicable** by the contractor at site lab.

**Clause 10B(ii)** **Not Applicable**

**Clause 10C**  
Component of labour expressed as **Not applicable**  
Item of value of work

**Clause 10CA** **Not applicable**

**Clause 10CC**  
Increase/Decrease in Price of **Not Applicable**  
materials/wages

**Clause 11** CPWD Specification 2009 Vol.1 and Vol.2 with  
Upto date correction slips.

**Clause 12**  
Clause 12.2 & 12.3 30%

Deviation limit beyond which clause  
12.2 & 12.3 shall apply for sub soil  
investigation work

Clause 12.5 100%

Deviation limit beyond which clause  
12.2 & 12.3 shall apply for foundation  
Work

**Clause 16**  
**Competent Authority for Deciding reduced rates: Superintending Engineer**

**Clause 42**

- i)** a) Schedule/ statement for  
determining theoretical quantity  
of cement & bitumen on the basis  
of Delhi Schedule of Rates 2013
- ii)** Variations permissible on theoretical quantities.
  - a) Cement 3% plus/minus
  - b) Steel reinforcement and 2.5% plus only and Nil on minus side  
Structural steel sections for each  
diameter, section and category
  - c) All other materials 2% plus/minus

**Executive Engineer**



## **SPECIAL CONDITIONS**

- 1.** In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.
  - i) Institute shall mean the Indian Institute of Technology (IIT), Kanpur
  - ii) The President of India shall mean the Board of Governors, IIT Kanpur.
  - iii) Superintending Engineer shall mean the Superintending Engineer of the Institute, who as overall In-charge and head of the Institute Works Department shall direct the contract.
  - iv) The Engineer-in-charge, who shall administer the work, shall mean the Executive Engineer.
  - v) Government or Govt. of India shall mean the Indian Institute of Technology represented by its Director.
  - vi) The term Director General of Works shall mean the Chairman, Building & Works Committee of the Institute.
  - vii) Accepting authority shall mean the Director, IIT Kanpur or on behalf of B&WC his authorized representative.
  - viii) Architect shall mean every partner of the Architect firm, appointed by the Institute for the work and in the event of ceasing to be the Architects, such other firms or persons as may be appointed by the Institute.
  - ix) Site Engineers shall mean the Assistant Executive Engineer / Assistant Engineer & Junior Engineer (Civil) appointed by Institute works department.
  - x) No labour huts/ jhuggies shall be allowed to construct in the campus except for the security persons at work site with proper sanitation arrangements after due approval of the Superintending Engineer.
  - xi) Any damage caused to the existing roads, power cables, telephone cables, water lines and structures by the contractor's equipments, shall have to be made good by the contractor at his own cost.
  - xii) The contractor shall have to provide the safety jackets (reflective), safety shoes, safety helmets (ISI mark) and safety belt (double harness clip type locking arrangement) to the workers as under the general obligations under contract, no separate payment on this account shall be made. All

other safety provisions as existing in GCC 2014 and National Building Code shall also be applicable.

- xiii) The contractor has to provide and make arrangement for safety net of required specification and strength to ensure proper safety of workers while working at heights. At least at two tiers safety net should be provided below the working platform. No separate payment on this account shall be made.
- xiv) Double scaffolding system (cup and lock type) on the exterior side or wherever required of the building must be provided with 40 mm dia MS tube 1.5 mtr. Centre to centre horizontal and vertical tube joining with cup and lock system with MS tube, MS tube chollies, MS clamp and MS staircase system in the scaffolding for working platform etc.
- xv) Contractor shall have to make own security arrangement for watch and ward of the own construction materials, T&P etc brought at site.
- xvi) If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.
- xvii) Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- xviii) No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
- xix) For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping. The malba / rubbish shall required to be removed from site of work on daily basis, if the same is not removed a token penalty of Rs. 250/- per day shall be levied till the removal of malba. This shall be recovered from the bill. The contractor should not throw the malba from higher floors directly on the ground. It should be brought down through the staircase by the workers or proper chute should be installed for this purpose.
- xx) The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water

supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.

## **2. DUTIES & POWERS:**

### **i) Site Engineers:**

The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship employed in connection with the works, and to test and examine any materials to be used. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor, except as expressly provided here under, to order any work involving in the works.

The Engineer-in-charge, from time to time in writing, delegate to the Site Engineer(s) any of the powers and authorities vested in them. Any written instruction or written approval given by the Site Engineer(s) to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Institute as though it had been given by the Engineer-In-charge/Architect provided always as follows:

- a. Failure of the Site Engineer(s) to disapprove any work or materials shall not prejudice the power of the Engineer-In-charge/Architect to subsequently disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b. If the contractor is dissatisfied by reason of any decision of the Site Engineer(s), he shall be entitled to refer the matter to the Engineer-In-charge/Architect, who shall thereupon confirm reverse or vary such decision.

### **ii) Architects:**

The Architect may, from time to time, issue further supplementary drawings and / or written instructions, details, directions and explanations, which are collectively, referred to as Architects instructions. The contractor shall forthwith comply with and duly execute work comprised in such Architect's instructions provided always that verbal instruction, directions and explanation given to the contractor or his works representatives by the Architect shall, if involving a variation, be confirmed in writing. If instructions conveyed by the Engineer-in-charge and the Architect are at variance, the opinion of Superintending Engineer shall be final and binding on the contractor.

## **3. ASSIGNMENT & SUBLETTING:**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Engineer In-charge. The whole of the works included in the contract shall be executed by the

contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer In-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-contractor, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

4. **PROPOSED ACTION IN CASE OF AN ACCIDENT AT SITE:**

- ii. In case of any serious accident at work-site, the institute may cause an enquiry/investigation into the accident and depending on the outcome of such enquiry/investigation, the Institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, which may also lead to termination of the contract, and/or forfeiture of the security deposit made by the contractor, and/or the contractor may be debarred from applying for future works in the campus for a specified period.

5. **Labour Laws:**

- i. All labour payment shall have to made in MWMC office.
- ii. Contractor has to open a separate EPF account at Kanpur for the workers engaged on the construction site in the Institute.
- iii. All labour should be issued an I-card on format approved by the Institute.
- iv. In case of a serious violation of labour laws by the contractor in respect of the works awarded by the Institute under these agreement, the Institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, which may lead to termination of the contract, and/or forfeiture of the security deposit made by the contractor, and/or the contractor may be debarred from applying for future works in the campus for a specified period.

6. **SCOPE OF CONTRACT:**

The work comprises necessary borings, in-situ tests inside bore holes and consolidated reports on the boring work.

- 1. The scope of work to be included in the quotation are:  
As per BOQ specified Number of boreholes at specified locations to be bored on soil & on land to specified depth with SPT value  $N < 100$  and conducting the following tests:
- 2. You are requested to carry out the scope of work awarded to you as per "SPECIFICATIONS FOR SUB-SOIL INVESTIGATION BORING" which is as noted below:

### **i) Bore Holes**

The relevant Standard I.S. 1892-1979 should be adhered to. Particularly the following points are to be carefully observed:

- a) Before starting the boring operations, all the equipments (boring rig, samplers, SPT Spoons clay\rock cutters, Vane shear equipment etc.) should be carefully inspected to make sure that they are in good working condition.
- b) All observations are to be recorded in standard sheets as specified by I.S.1892/1979 by the bore foreman.
- c) It is necessary to collect water samples from bore holes for chemical analysis in the laboratory. Where water is used for advancing bore holes (for example : Calyx Drilling), at least a few bore holes should be advanced using heavy duty shell and auger equipment, if necessary, so that water samples can be obtained at different elevations in the bore holes.
- d) Where casing pipe is used for retaining the bore hole, the casing pipe should be driven always upto the bottom of the bore hole or ahead if possible. This is very important especially in case of loose sand and silt layers below ground water level and soft clay layers.
- e) Extreme care is to be taken to see that thin (but significant for the foundation analysis) layers are not missed, (e.g. thin previous layers in an impervious deposit, thin soft layers in dense granular deposits etc).
- f)
  - i) From every layer, but least every 1.5 m, one representative sample (0.5 to 1.0 Kg by weight) is to be taken.
  - ii) At least one undisturbed sample shall be collected from every cohesive soil layers; it may not be possible to obtain undisturbed clay samples, if the soil is very stiff to hard (SPT value greater than 16). It may also be not possible to obtain undisturbed clay samples, if the clay is soft or very soft (SPT Value less than 4) at least one undisturbed clay sample shall be obtained for every 3 m thickness of cohesive soil layer.  
The area ratio of the sampler used for undisturbed sampling in cohesive soils should preferably be less than 10% and, in any case, not more than 15%.
  - iii) In the case of very soft to medium stiff cohesive soil layers (SPT values less than 8), in in-situ vane shear tests using equipment as per I.S. 4434-1978 are to be carried out, at least every 3 m.
- g) In case of cohesion less soils like sands and gravels where it is difficult to take disturbed samples, standard penetration test (SPT) or an equivalent test should be conducted for each layer, but in general every 1.5 m from GL to 10 m and 2 m interval beyond 10 m. The samples obtained from the sampling spoon in the Standard Penetration Test should be preserved and considered as a representative sample.
- h) The SPT may also be conducted in cohesive soil layers, at intervals specified in (g) above; however, where undisturbed (UD) samples are to be collected, the SPT may be conducted at every 3 m intervals. The UD sampling, vaneshear testing, and SPT may be done in a sequence, every 3 m depth intervals.

- i) Water level in the bore hole should not be lowered below the Ground Water Level (GWL). If water level in the bore hole comes down in the process of boring, it should be maintained at or above the GWL, by pouring water into the bore holes. Sometimes, it is advantageous to keep the water level in the bore hole higher than GWL. This will help to stabilize the bottom part of the bore hole.
- j) While boring above GWL, it is not permissible to pour any water into the bore hole, in shell and sugar boring.
- k) Water level in the bore hole should be recorded as it appears first, by every sudden change, as well as before starting and stopping of work every day for atleast one week or till it stabilizes.
- l) After the bore hole is advanced to the required depth, it should be filled with inert materials such as sand and fine gravel; where casing pipes are used, the sand / gravel filling is to be done as the casing pipes are withdrawn.
- m) You should also indicate in your report the suitability of excavated top soil for use in back filling foundation pits and also within the plinth of the building in basement.
- n) Shrub clearance etc required for testing to be included after visiting the site and assessing the conditions.
- o) Requirements from Geotechnical Agency
  1. Sub Soil Strata/ Sub Surfcae Conditions
  2. Depth of Water Table and Expected Rise in Mansoon
  3. Liquefaction Potential
  4. Modulus of Subgrade Reaction at Foundation Depth
  5. Depth of Foundations
  6. Suitable Type of Foundations
  7. Gross & Allowable Bearing Capacity
    - A) For Raft Foundation
    - B) For Isolated Footing for Various Widths. 2m, 3m, 4m etc.
  8. Any Other Recommendations.

The contractor shall forthwith comply with and duly execute any instructions of work comprised in such Engineers In-charge / Architect's / Site Engineer 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 if not dissented in writing within a further seven days by the Engineer In-charge / Architect / Site Engineer, such shall be deemed to be instructions of the Engineer In-charge / Architect / Site Engineer within the scope of the contract.

## 7. **CONTRACT DOCUMENT:**

- 7.1 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 binding on both parties to the contract.

- 7.2 The drawing etc. shall remain in the custody of the Institute. The contractor shall give adequate notice in writing to the Engineer-in-charge of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

The Engineer-in-charge shall have full powers and authority to supply to 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.

- 7.3 The successful tenderer shall be required to enter into an agreement with the Institute. The Bill of Quantities & rates filled by the successful tenderer there in, the General Conditions of Contract for CPWD Works with upto date corrections slip incorporating corrections, CPWD specifications, 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.

- 7.4 Being an individual work contract no other tax is payable other than GST. The GST as applicable shall be paid extra.

- 7.5 Education CESS paid by the contractor shall be reimbursed by the Engineer-in-charge on actual basis after satisfying that it has been actually & genuinely paid by the contractor.

**8. CONTRACT AGREEMENT:**

The contract agreement, inclusive of its enclosures, shall remain in the custody of the Superintending Engineer, Institute Works Department, IIT Kanpur and be made available by him as and when required. Contractor shall however be supplied, an attested copy thereof, free of cost.

- 8.1 Canvassing in connection with tenders is prohibited and the tenders, submitted by the tenderers who resort to canvassing, are liable for rejection.

- 8.2 **Tenderers are not allowed to make additions and alternations in the tender document. Any additions and alterations, if incorporated in the tender, shall be at the tenderer's risk since the modified tender is liable for rejection.**

**Conditional tenders violative of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reason. Tenders with conditional rebate are liable for rejection at the**

**sole discretion of the institute.**

- 8.3 The contractor shall have to make his own arrangement of water. The withdrawal of water from the network of the Institute shall not be allowed. No charges shall be recovered if the contractor develops tube well at site and pumping arrangement at his own cost. The contractor shall have to seek permission of digging tube well etc. for water arrangements from Engineer-in-charge.
- 8.4 Temporary electrical connection (single / three phase) shall be provided by the Institute from its distribution network and the charges shall be realized at the prevalent commercial tariff of the institute, presently **recovery rate is Rs. 7.23** per unit on the basis of actual consumption thro' a separate sub-meter under the control of the Engineer-in-charge. If the rates are revised in future the same shall be applicable to the contractor. The contractor at his own cost shall arrange the cable for service connection and the sub meter.



To,  
The Superintending Engineer  
IIT Kanpur

**Sub:** Sub soil investigation of following buildings at IIT Kanpur:

- i. Hall of Residence for boys No. 14.
- ii. Hall of Residence for boys No. 15.
- iii. Common Dinning Facility for Hall of Residence No. 14 & 15.
- v. New Building for BSBE Department.

Dear sir,

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

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

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

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

Yours faithfully

Authorized Signatory  
Seal of firm

**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 2019.

**BETWEEN**

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

AND

.....

(Name and Address of the Individual firm Company)

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

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.08/C/D3/2019-20/01 (hereafter referred to as "Tender / Bid") and intends to award, under laid down Organization procedure, contract for: Sub soil investigation of following buildings at IIT Kanpur:

- i. Hall of Residence for boys No. 14.
- ii. Hall of Residence for boys No. 15.
- iii. Common Dinning Facility for Hall of Residence No. 14 & 15.
- vi. New Building for BSBE Department.

Here in after referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"). The terms and condition 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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract has been awarded.

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

#### **Article 7 : Other Provision**

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

**SCHEDULE OF QUANTITY**

Sub soil investigation of following buildings at IIT Kanpur:

- i. Hall of Residence for boys No. 14.
- ii. Hall of Residence for boys No. 15.
- iii. Common Dinning Facility for Hall of Residence No. 14 & 15.
- vii. New Building for BSBE Department.

SLNo	Description	Qty	Unit
1	MINOR CIVIL MAINTENANCE WORK:		
1.1	SH: Sub soil investigation work		
1.1.1	Mobilization & De-mobilization of boring plant and all other allied equipment to conduct in-situ test including qualified personal etc. all complete to meet out time bounded completion of field exploration activities.	1	1 Job
1.1.2	<p>Conducting field test at the location of above mentioned buildings which include the following:</p> <ul style="list-style-type: none"> <li>i) Transportation of equipment &amp; personals to the site.</li> <li>ii) Boring of 150 mm dia. Holes through overburden soil including shifting bore hole.</li> <li>iii) Carrying out standard penetration test of every 1.50 m interval or at change of steta as per IS: 2131-1981</li> <li>iv) Collection of distributed sample at every 1.50 m interval including handling and transporting complete to the laboratory.</li> <li>v) Collecting of undistributed soil samples at every 2.50 m interval including handling complete to the laboratory as per IS: 2982-1997 and conducting laboratory test on undistributed soil samples, collected during the field investigation as follows: <ul style="list-style-type: none"> <li>a) Natural moisture contents as per IS: 2720 (part III)-1973.</li> <li>b) Tri-axial compression test / Direct shear test as per IS: 2720 (part XIII)-1972.</li> <li>c) Consolidation test as per IS: 2720 (part XV)-1965.</li> <li>d) Mechanical sieve analysis as per IS: 2720 (part IV)-1965.</li> <li>e) Atterbergs limit test as per IS: 2720 (part V)-1970</li> <li>f) Particle size analysis hydrometer test ass per IS: 2720 (part IV)- 1965.</li> <li>g) Dry and bulk desity test as per IS: 2720 (part XXVII)-1980.</li> <li>h) Specific gravity test as per IS: 2720 (part III)-1980.</li> <li>i) Submission of test report in duplicate including recommendation of depth, type and safe allowable bearing capacity for the foundation.</li> </ul> </li> </ul>		



1.1.2.1	All complete item 1.2, on soil & on land from 0.00 to 30.00 M depth of investigation with SPT value 'N' < 100 at site.	27	Each
	Total		