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Name of Work: Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II at IIT Kanpur

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NIT amounting to Rs. 5,58,100.00 (Rupees Five Lac Fifty Eight Thousand One Hundred Only) is approved.

[Certified that this N.I.T. contains 31 (thirty one) pages]

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

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

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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 item rates tender on single bid system from the Specialized Agencies having experience of similar works from last 7 years for the following work.

1. NIT No. 22/C/D1/2019-20/01, Name of work: **Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II at IIT Kanpur**, Estimated cost **Rs. 5,58,100/-**, Earnest money **Rs. 11,162/-**, Period **2 months**, Last time and date of submission of bid 3.30 PM on **06.01.2020**.

The bid forms and other details are available on website www.iitk.ac.in/iwd/tenderhall.htm, <https://eprocure.gov.in/eprocure/app> & www.tenderhome.com. But the bids can only be submitted online on <https://eprocure.gov.in/eprocure/app>.

No. IWD/CO/2019-20/634 Dated: 24.12.2019

Superintending Engineer

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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 item rate tender from approved and eligible* contractors for the following work(s):

S. No. 1	NIT NO.	Name of work and location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of tender	Period during which EMD and other Documents shall be submitted	Time & date of opening of tender
1	<u>22/C/D1/2019-20/01</u>	Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II at IIT Kanpur	Rs. 558100/-	111162.00	2 Months	Upto 3:30 PM on 06.01.2020	upto 3:30 PM on 08.01.2020	At 3:30 PM on 09.01.2020

*The eligible contractors means Specialized Agencies 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 seven years.

Out of the above at least one work must be in the Central Govt. /Central autonomous bodies/central PSU/State PSU/State Govt.

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.

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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/eprocure/app> free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app>.
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).

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

- Certificate of Specialized agencies, if any.
- Required Experience / completion certificates of similar nature of works.
- Scan copy of E.M.D. as to be submitted in hard copy.
- GST Registration No.

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FORM -6 FOR e-Tendering

The Acting 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: **Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II at IIT Kanpur**

1. The work is estimated to cost **Rs. 5,58,100.00**. This estimate, however, is given merely as a rough guide.

Criteria of eligibility

*The eligible contractors means Specialized agencies 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 seven years.

2. 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.
3. The time allowed for carrying out the work is **2 months** from the date of start as defined in schedule „F“.
4. The site for the work is available.*
5. 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, <https://eprocure.gov.in/eprocure/app> and www.tenderhome.com free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app> 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 **25.12.2019 to 05.01.2020** every day except on Saturdays, Sundays and Public Holidays free of cost.
6. 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.
7. 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.

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8. 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.

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

The copy of work experience wherever applicable and other documents if required and specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents" in the divisional office upto **3.30 PM on 08.01.2020**.

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 08.01.2020**.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, proof of cost of Tender Document and e- Tender Processing Fee and other documents placed in the envelope are found in order.

The tender submitted shall be opened at 03:30 PM on **09.01.2020**.

9. The tender submitted shall become invalid and cost of tender & 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.

10. 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**

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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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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

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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.

17. The tender for the works shall remain open for acceptance for a period of **sixty (60) 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.
18. 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**

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ITEM RATE TENDER AND CONTRACT FOR WORKS

- | | |
|------------------------------------|---|
| (A) Tender for the work of: | Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II 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 (60) sixty days from the date of opening of tender** and not to make any modifications in its terms and conditions.

A sum of Rs. **11162/-** 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.

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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 there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

**

Dated _____ ** _____

Signature of contractor
Postal Address **

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

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Special Conditions

1. Being an individual work contract no other tax is payable other than GST which shall be paid separately along with the bills.
2. The contractors are advised to quote the rates for all the materials, labour, T&P and cartage upto the IIT Kanpur all taxes (excluding GST).
3. The pre inspection of the items to be supplied shall be arranged by the contractor either at the factory / plant / godown before dispatching the same to IIT Kanpur.
4. The road permit shall be issued by the Institute on request.
5. The proposed work is the supply and fixing of swings at IIT Kanpur, hence the contractor has to make all arrangements such as all materials, labour, T&P etc. required for proper fixing of the swings at Community Centre Type-II.
6. The 100% payment shall be made after supply and fixing of all swings at IIT Kanpur. 10% of the total amount shall be retained as a security money and same shall be released after 6 months.
7. If any defect is found during the defect liability period, the same shall be rectified by the contractor on his own cost.
8. **In all items where FRP material is to be used shall be of top quality polyester resin of reputed brand and of minimum thickness of 4 mm.**

Signature of contractor
Address:

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To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Kanpur.

INTEGRITY AGREEMENT

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

BETWEEN

The Director IIT Kanpur represented through 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. **22/C/D1/2019-20/01**) (hereafter referred to as “Tender / Bid”) and intends to award, under laid down organization procedure, contract for **“Providing & installing of miscellaneous children play equipments in the premises of Community Center Type-II at IIT Kanpur”**

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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:

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Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or

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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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner’s absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of 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 constitutes 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.

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Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ 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 Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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.

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



IITK

Indian Institute of Technology Kanpur

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Article 7- Other Provisions

- 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 has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 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.

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



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Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

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

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).

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

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	A. E. 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	A. E. E.	E.E.
INSERTION (I)	NIL		
DELETION (D)	NIL		