

e-Quotation Document

For

Fabrication, Supply and Installation of Furniture to furnish Single and Double occupancy rooms at International Students Housing Facilities Building, IIT Kanpur

This document consists of pages 1 to 30 i.e. total 30 pages.

**Superintending Engineer
IWD, I.I.T. Kanpur**

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
INSTITUTE WORKS DEPARTMENT
CENTRAL OFFICE

Notice Inviting e-Quotation

The Superintending Engineer, on behalf of Director, IIT Kanpur, invites e-quotation in two bid system from reputed furniture manufacturer and / or suppliers for the following work:

| Sl. No. | Name of work | Estimated cost (In Lacs) | Earnest money (In Rs) | Period |
|---------|---|-----------------------------|-----------------------|----------|
| 1. | Fabrication, Supply and Installation of Furniture to furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur. | 44.00 | 88,000 | 4 months |

The quotation duly completed as per prescribed format along with Earnest Money must be submitted in the designated quotation box located in the office of the Superintending Engineer, Indian Institute of Technology Kanpur, GT Road, Kalyanpur, Kanpur 208016 or mailed by registered post / speed post / couriered so as to reach his office on or before 12:00 hrs on 16.07.2018. The quotation document containing detailed terms and condition is available on the website www.iitk.ac.in/iwd/tenderhall.htm, www.eprocure.gov.in/cppp/latestactivetenders. The quotation document may be downloaded by the bidder and the same may be submitted in hard copy on due date.

Superintending Engineer

For Publication in the Newspaper:

Hindustan (Hindi)- Kanpur & Lucknow Edition

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

The Superintending Engineer, on behalf of Director, IIT Kanpur, invites quotations in two bid system from reputed furniture manufacturers and / or suppliers for the following work:

| S.N | e-Quotation No. | Name of work and location | Estimated cost put to quotation | Earnest Money | Period of Completion | Last date & time of submission of technical & | Time & date of opening of technical bid |
|-----|-----------------|---|---------------------------------|---------------|----------------------|---|---|
| 1 | IWD/CO/2018/412 | Fabrication, Supply and Installation of Furniture to furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur. | Rs. 44,00,174 | Rs. 88,000 | 4 Months | Up to 12:00 Hrs on -16.07.2018 | Opening at 3.30 PM 16.07.2018 in the office of the Superintending Engineer, IWD |

1) Firms who fulfill the following requirements shall be eligible to apply:

a) The firm should be registered under any prevailing law in India.

- b) The firm should be in business of manufacturing and /or supplying furniture for minimum 3 (three) years.
- c) Should have satisfactorily manufactured and / or supplied furniture as mentioned below during the last three years ending the last day of March 2018:

3 (three) similar completed works costing not less than **Rs. 17.5 Lacs** or 2 (two) similar completed works, not less than **Rs 22 Lacs** or 1 (one) similar completed work of aggregate cost not less than **Rs. 35 Lacs**.

Note: Similar nature of work will be defined as manufacture and / or supply and installation of office / residential / hostel furniture.

The intending bidder must read the terms and conditions of Section- I carefully. He should only submit his bid if he considers himself eligible and is in possession of all the documents required.

- 2) Information and instructions for bidders posted on website shall form part of the bid the document. After acceptance of the quotation by the competent authority, the Superintending Engineer shall issue letter of intent followed by Institute purchase order on behalf of Director, IIT Kanpur.
- 3) The bid document complied with and other necessary documents can be seen and downloaded from the website: www.iitk.ac.in/iwd/tenderhall.htm, www.eprocure.gov.in/cppp/latestactivetenders.
- 4) The Bidder may submit complete profile and setup of the company containing details of past and present clients, orders of works in hand, and performance certificates from existing and previous clients.
- 5) **Schedule for Submitting bids**
 - 6.1) The bids shall consist of the following and each must be sealed in a separate sealed envelope as under:

- 6.1.1) ENVELOPE 1 containing EMD amounting to Rs. 88,000 in prescribed form and demand draft amounting to Rs 1,120 (Rs.1000 quotation cost + 12% GST) in favour of The Director, IIT Kanpur. On top front of the envelope please write legibly - “Envelope 1 - EMD and Demand Draft for Quotation Document.
- 6.1.2) ENVELOPE 2 containing documents related to Technical Bid. On top front of the envelope please write legibly - “Envelope 2 – Documents for Technical Bid.
- 6.1.3) ENVELOPE 3 containing Financial Bids as per prescribed format at Annexure- I duly sealed. On top front of the envelope please write legibly - “Envelope 3 – Financial Bids.
- 6.1.4) COVER ENVELOPE - All the above envelopes must be placed in an outer cover envelope duly sealed and marked on top as - Cover Envelope – Fabrication, Supplying and Installation of Furniture to Furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur.
- 6.2) The bids complete in all respects as prescribed with all supporting documents may be sent to the following address by registered post / speed-post / courier or may be dropped in the quotation box available in the office of:

The Superintending Engineer

Institute Works Department

Indian Institute of Technology Kanpur,

GT Road, Kalyanpur, Kanpur - 208016

Uttar Pradesh, India

- 6) The complete bids as above must reach the above address on or before 12:00 hrs on 16.07.2018
- 7) The Institute takes no responsibility for delay, loss or non-receipt of the proposals sent by post/courier.

- 8) The Institute takes no responsibility for any expense incurred by any bidder in connection with the preparation & delivery of the proposals to the Institute.
- 9) Envelope I shall be opened first on date 16.07.2018 time 3.30 PM at IWD Central Office to note due submission of EMD and quotation fee. The Technical bid shall be opened next on the same day at same location for those cases that have submitted required EMD and quotation fee. The financial bid shall be opened on 20.07.2018 at 3.30 PM of bidders qualifying the technical evaluation stage.
- 10) The furniture which is to be fabricated are available for inspection in furnished sample rooms of the said building during working hour and days of the Institute.
- 11) Earlier, Pre-Bid Conference shall be held in the IWD Central Office at IIT Kanpur at 3:30 PM Hrs on 06.07.2018 to answer question of intending bidders, if any. The Institute reserves the right not to answer a question raised by a bidder. All questions raised and replied there to shall be posted on the same website , where the quotation documents is available, within 3 business days of pre-bid meeting.
- 12) If any information furnished by a bidder is found incorrect at a later stage, he shall be liable to be debarred from Tender for future work. The Institute reserves the right to verify the particulars furnished by a bidder independently.
- 13) Price should be inclusive of all taxes, insurance, transportation, installations at site complete in all respect excluding GST/ IGST. The GST/IGST shall be quoted separately.
- 14) Price should be quoted in the financial bid only.

Superintending Engineer

SECTION-I

INFORMATION AND INSTRUCTIONS TO THE BIDDERS

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for Technical bids are attached (Section – II)
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If the information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of a bidder, it should be stated as not applicable. However the bidders are cautioned that not giving complete information called for in the quotation document or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified. Bids made by FAX/ E-mail and those received late or in an open envelope will not be entertained.
- 1.3 The bid should be type written. The bidder's name and firms stamp should appear on each page of the bid.
- 1.4 Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction(s), if any. All pages of Technical bid documents shall be numbered and submitted as a package with signed and stamped letter of transmittal.
- 1.5 An authorized signatory of the client should sign references, information and certificates from
The bidders are advised to attach any additional information, which they think is necessary, in to establish that they are capable in all respects to successfully complete the envisaged work. They are however advised not to attach superfluous information. No further information will be entertained after Technical bid document is submitted, unless the Institute calls for it.

1.6 The document submitted in connection with Technical bid will be treated as Institute property and will not be returned.

1.8 Prospective bidders may seek clarification regarding the scope of work and/or the requirements for Technical bid, in writing, in pre bid conference to be held on 06.07.2018, IWD Central Office. Any clarification given by the Institute will be a part of quotation document and shall be uploaded on the website: www.iitk.ac.in/iwd.tenderhall.htm, www.eprocure.gov.in/cppp/latestactivetenders.

2.0 INSTITUTE

Shall mean “Indian Institute of Technology Kanpur, acting through the Director of the Institute.

3.0 BIDDER

Shall mean a proprietary firm, a firm in partnership, a limited company (private or public), a corporation or a Co-operative society.

4.0 METHOD OF BID:

4.1 If an individual makes the bid it shall be signed by the proprietor above his full typewritten name and current address.

4.2 If a proprietary firm makes the bid, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

4.3 If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm. In such a case, a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the bid.

4.4 If a limited company or a corporation makes the bid, a duly authorized person holding power of attorney for signing the bid shall sign it. In such a case a certified copy of the

power of attorney shall accompany the bids. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the Technical bid is filed.

- 4.5 If the bid is made by a co-operative society, it shall be signed by the Secretary of the co-operative society above his full typewritten name and full name of the co-operative society. Such co-operative society shall be required to furnish satisfactory evidence of its, existence along with a certificate of the selection of Secretary by the Chairman/ Officer of the co-operative society duly approved by the Registrar's office of the Co-operative society registering office.
- 4.6 The bidder has to consider the following indicative specification but for details the samples of furniture which is to be fabricated are available for inspection in furnished sample rooms of the building:

| S.no | Description of work | Qty |
|------|--|--------|
| 1 | Supplying and fabrication of Sofa with Extendable bed by using second class Teak wood and 18 mm ply including sleepwell cushion, the sofa size 2070 mm x 980 mm x 490 mm and if expanded, Bed size of 1830mmx1830mmx490mm as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 84.00 |
| 2 | Supplying and fabrication of Study chair with Arm by using second class Teak wood using sleepwell cushion of 100 mm thick base and back side fixed with the chair and the upholstery is approved by the engineer in charge, the size of the chair 510mm x 580mm and back height of 1000mm and the size of wood as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 101.00 |
| 3 | Supplying and fabrication of Easy chair by using second class Teak wood with sleepwell cushion of 100 mm thick base and back side fixed with the chair and the Upholstery is approved by the engineer in charge, the size of the Easy chair 600 mm x 690 mm and back height of 970 mm and the size of wood as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 84.00 |

| | | |
|----|--|--------|
| 4 | Supplying and fabrication of Side Table with one drawer of size 430mmx400mmx400mm by using 18mm ply with veneer and the size of furniture as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in-charge. | 101.00 |
| 5 | Supplying and fabrication of Bed by using second class Teak wood and 18mm ply including sleepwell cushion of 100mm, the Bed size 2100mmx1800mmx490mm as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 17.00 |
| 6 | Supplying and fabrication of Dining chair without arm by using second class Teak wood with sleepwell cushion of 100mm thick base and back side fixed with the chair and the upholstery is approved by the engineer in charge, the size of the chair 500mm x 460mm and back height of 1000mm and the size of wood as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 34.00 |
| 7 | Supplying and fabrication of Dining Table size 810mm x 510mmx740mm by using second class Teak wood and 10mm thick Glass top as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 17.00 |
| 8 | Supplying and fabrication of Two Seater Sofa by using second class Teak wood with sleepwell cushion of 100mm thick base and back side fixed with the chair and the Upholstery is approved by the engineer in charge, the size of 1140mm x 600mm and back height of 970 mm and the size of wood as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 17.00 |
| 9 | Supplying and fabrication of Centre Table size 660mm x 660mmx440mm by using second class Teak wood and the size of wood as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 17.00 |
| 10 | Supplying and fixing of Study Table size 2130mmx480mmx12mm by using second class Teak wood and 12mm ply as per sample placed at furnished room including polishing etc complete as per direction of Engineer-in- charge. | 17.00 |

4.7 The bidder has to shown the fabricated material to the Institute representative before start of polishing work to ensure the quality of wood and plywood are used in fabrication of furniture.

4.8 Prices should be indicated in the financial bid only nowhere else.

4.9 The Institute reserves the right to split the supply of furniture to multiple suppliers for the same or different items

5.0 FINAL DECISION MAKING AUTHORITY:

The Institute reserves the right to annul the quotation process and/ or reject all bids at any time, without incurring any liability to the affected bidders or specifying the grounds for Institute's action.

6.0 CAMPUS VISIT:

The bidders are advised to visit and examine the campus and its surroundings and obtain for themselves on their own responsibility, all information that may be necessary for preparing the Technical bid and the financial bid. The cost of visiting the site shall be at bidder's own expense.

7.0 EVALUATION CRITERIA FOR TECHNICAL BID:

7.1 The technical bid of eligible bidders shall be initially examined by a duly constituted committee of the Institute. The financial bids of selected bidders, will be opened.

7.2 Bidders may be disqualified, if:

- a) they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document;
- b) they have record of poor performance such as abandoning work, not properly completing

the contract or financial failure/ weaknesses and

c) confidential enquiry reveals facts contrary to the information provided by the bidder.

8.0 LETTER OF TRANSMITTAL:

The bidder should submit the letter of transmittal attached with Technical bid.

9.0 UNDERTAKING FROM THE BIDDER:

The bidder should submit an Undertaking from the Bidder with the Technical bid.

10.0 AWARD CRITERIA:

10.1 The Institute reserves the right to:

10.1.1 Amend the scope and value of contract as permitted by law.

10.2 For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the bidders of the grounds for the same.

10.3 Effort on the part of the bidder or his agent to exercise influence or to pressurize the Institute for his bid shall result in rejection of such bid. Canvassing of any kind is strictly prohibited.

11.0 Performance Guarantee:

The supplier shall submit an irrevocable performance guarantee of 5 % of the value of the purchase order in the form of FDR /DDR in the name of the Director IIT Kanpur within fifteen days from the date of issue of Letter of Intent (LOI).

The performance guarantee shall be initially valid up to the stipulated date of completion plus one year beyond that. In case the time for completion of works gets extended, the supplier shall get the validity of performance guarantee extended to cover such extended time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the supplier.

In the event of the contract being determined or rescinded due to non-performance of the supplier, the performance guarantee shall stand forfeited in part / full (as decided by the Institute) and shall be absolutely at the disposal of the Institute.

12.0 Refund of performance guarantee:

The defects that appear in the work within 12 months after a certificate, final or otherwise, of its completion shall have been given by the Engineer-in-charge as aforesaid, arising out of defect or improper materials or workmanship, the agency shall upon receipt of a notice in writing on that behalf make good the same at his own expenses or in default the Engineer-in-charge may order the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the supplier, or from his performance guarantee or the proceed from the sale thereof or of a sufficient portion thereof. The performance guarantee of the supplier shall not be refunded before the expiry of 12 months after the issue of certificate, final or otherwise, of completion of work, or till the final bill has been prepared and passed, whichever is later.

13.0 Payment Terms

The Running bill payments shall be only allowed after minimum supply of 25% of the value of the total purchase order at each stage.

14.0 Supply Schedule

| S.No | Item | Supply Schedule | |
|------|------|-----------------|----|
| | | From | To |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Note: For details of quantities of different items of furniture to be supplied against above schedule, please refer to the financial bid form

15.0 Settlement of Disputes

All disputes arising between this Institute and the bidder in any way connected with this agreement or in regard to the interpretation of the context hereof shall be referred at the option of either party (Institute or the bidder) to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement, to the arbitration of two arbitrators one to be nominated by the Institute and the other by the bidder and, on failing any agreement in the said arbitrators, by an Umpire appointed by them. In such a case the provisions of the Arbitration Act, 1996 or any statutes, modification therein shall apply. Such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1996 or any statutory modification thereof and no further reference by both the parties will be necessary. The award of the arbitrators or Umpire as the case may be shall be final and binding upon the parties.

Upon every or any such reference the cost of an incident to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators or Umpire who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

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 2018.

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 Quotation (NIT No. **IWD/CO/2018/412 dated: 21.06.2018**) (hereafter referred to as "Quotation / Bid") and intends to award, under laid down Organization procedure, contract for "**Fabrication, Supply and Installation to Furniture to furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur**" hereinafter referred to as the "Contract". AND WHEREAS the principal Owner values full compliance with all relevant laws Of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact").The terms and conditions of which shall also be read as integral part and parcel of the Quotation/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 quotation, 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 quotation process, treat all bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Quotation 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 Quotation process of the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the quotation 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 quotationing 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 Quotation 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 Quotation 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 Quotation 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 agent's representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agent's representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign or principal directly could bid in a quotation but not both. Further in cases where an agent participate in a quotation 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 quotation 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 quotationing 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 Quotation 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 Quotation 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 Quotation process.

- 2) If the Bidder makes incorrect statement on this subject ,he can be disqualified from the Quotation 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 Quotation or violate its provisions at any stage of the Quotation process, from the Quotation 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 Quotation.
- 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 Quotation/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

SECTION-II

LETTER OF TRANSMITTAL

From:

[Full address of the Applicant]

To,

The Director

Indian Institute of Technology

Kanpur-208016

Sub: Submission of Technical bid for “Fabrication, Supply and Installation of Furniture to furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur”

Sir,

Having examined the details given in invitation for Technical bid published in the newspaper and Technical bid document for the above work, we hereby submit the bid with complete details.

1. We certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.
3. We submit the requisite Banker’s statement and authorize the Director, IIT-Kanpur to approach the Bank issuing the certificate to confirm the correctness thereof. We also authorize the Director, IIT-Kanpur to approach individual(s), Institute(s), Firm(s) and corporation(s) to verify our competence and general reputation.

4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

| Sl.No. | Name of the Contracts | Certificate Form |
|--------|-----------------------|------------------|
|--------|-----------------------|------------------|

No. of Enclosures:

Date of Submission:

Signature(s) of the Bidder

UNDERTAKING FROM THE BIDDER

From: _____ To,
M/s _____ The Director
_____ Indian Institute of Technology
_____ Kanpur-208016

(Quotationer)

SUB: "Fabrication, Supply and Installation of Furniture to furnish Single and Double Occupancy rooms at International Students Housing Facilities Building, IIT Kanpur"

- 1) Having carefully examined all the Bid Documents attached to your Invitation to Bid No. IITK/ CO /2018/412 dated 21.06.2018; we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of Rs. -----/- (-----) only, in the form of Demand Draft No _____ dated _____ issued by _____ in favor of Account I, IIT Kanpur payable at Kanpur.

- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid Document and having understood the same, we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 90(Ninety) days from the last date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 90(Ninety) days and in the event of default, IIT Kanpur shall have the right to forfeit the Earnest Money Deposit absolutely.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid Document and in default thereof to forfeit the Earnest Money Deposit absolutely.
- 6) We understand that IIT Kanpur is not bound to accept the lowest or any other bid received, whether fully or in part. In case our Bid is not accepted, we shall have no claims on account of quotationing expenses or any other reason thereof.
- 7) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of quotation thereof shall constitute a binding CONTRACT between IIT Kanpur and our selves.

We hereby submit our offer in two parts as required.

Witness:

For and on behalf of

(Name)

(Address)

(Signature)

(Seal)

DETAILS OF ALL CONTRACTS COMPLETED DURING THE LAST THREE YEARS

| Sl. No | Name of Contract & Location | Name of Client | Value of Contract in Rs. | Date of commencement as per contract | Period of contract | Litigation Arbitration Pending in / Progress with details | Name Address, Telephone & Mobile No of office to whom place of Registration refer once may be made | Remarks |
|---------------|--|-----------------------|---------------------------------|---|---------------------------|--|---|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
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(Signature of the Bidder)

FORM

'B'

CONTRACTS UNDER EXECUTION OR AWARDED

| Sl. No. | Name of Contract & Location | Name of Client | Value of Contract in Rs. | Date of commencement as per contract | Period of contract | Name,Address & Telephone No. of officer to whom reference may be made | Remark |
|----------------|--|-----------------------|---------------------------------|---|---------------------------|--|---------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
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(Signature of the Bidder)

PERFORMANCE REPORT OF CONTRACTS REFERRED

IN FORMS 'B' & 'C'

*(Furnish this information for **each individual contract** in the following format, from the Institute for whom the contract was executed)*

1. Name of contract & location :
2. Agreement No. :
3. Value of contract, Rs. :
4. Start date :
5. Date of completion :
6. Performance report :

i) Quality of service : Excellent/Very Good/Good/Fair

ii) Resourcefulness : Excellent/Very Good/Good/Fair

7. Any penalty imposed for bad performance :

8. Any litigation pending :

Signature

Senior Level Officer of the Client

(Seal of the organization)

Date:

DETAILS ABOUT THE ORGANISATION OF THE BIDDER

| | | |
|----------|--|--|
| 1 | Name and address of the bidder. | |
| 2 | Telephone, Mobile No. Fax No. and e-mail address. | |
| 3 | Legal status: (Attach copies of original document defining the legal status). | |
| 4 | <p>1 Particulars of registration:</p> <p>a) Of the Firm under any prevailing law of India.</p> <p>b) ESI, EPF, GST, Income Tax etc.</p> <p>attach attested photocopies detailing:</p> <p>i) Registration Number</p> <p>ii) Organization/Place</p> <p>iii) Other relevant details</p> | |

| | | |
|---|--|--|
| 5 | Name and title of Director(s) and officer(s) with designation and contact details who will be directly concerned with this work | |
| 6 | Have you or your constituent partner(s) been debarred/black Listed from quotationing in any organization at any time? If so, give details | |
| 7 | Any other information considered necessary but not included above. | |

(Signature of the Bidder)