

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
NOTICE INVITING E-TENDER**

The Superintending Engineer on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online **bid** from Eligible Bidders / Specialized agencies for manpower services as per details given below:-

1	Name of work	:	Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in Zone-5.
2	Estimated Cost of work (Approx.)	:	Rs. 4,11,48,061/-
3	Earnest Money Deposit (Rs.)	:	Rs. 8,22,961/-
4	Duration of the Contract	:	One Year (Extendable yearly up to a period of two years based on performance)

The bid forms and other details may be downloaded from Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Aspiring bidders who have not enrolled / registered in e- procurement should enroll / register themselves before participating through web site <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online bid submission.”

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type ‘IIT’. Thereafter, click on “GO” button to view all IIT quotations. Select the appropriate quotation / tender and fill them with all relevant information and submit the completed Quotation / Tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

No manual bids will be accepted. All bids (both Technical & Financial) should be submitted in the e-procurement portal.

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ONLINE BID SUBMISSION CHECK LIST

Name of work:- Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in Zone-5.

The bidder shall upload the following documents and submit the soft copy of the same mentioning the page no against each document as required in the NIT at CPP portal (Providing tick on specified document).

Sl. No.	Particular	Document required as per NIT	Attached as page No(s).
1.	EMD scan copy		
2.	Integrity Pact		
3.	Goods and Services Tax (GST) Registration Certificate		
4.	EPF Registration under act, 1952		
5.	ESIC Registration under ESI act, 1948		
6.	PAN card in the name of bidder / agency		
7.	Back to back undertaking		
8.	Letter of Transmittal		
9.	Financial Information (Form-“A”)		
10.	Banker Certificate from a Commercial Bank (Form “B”)		
11.	Certificate of Net Worth From Chartered Accountant (Form “B-1”)		
12.	Details of Similar Nature of Works Completed during the last seven years (Form “C”)		
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14.	Performance report of works referred (Form “D”)		
15.	Structure & Organization of the Agency (Form “E”)		
16.	Declaration on Details of the Bidder(s) (ANNEXURE-1)		
17.	Submitted by bidder on its co. letterhead (ANNEXURE-2)		
18.	Registration details with the Central Govt./ Central Autonomous Body /Central Public Sector Undertakings		
19.	Any other document as specified in the NIT		

**** Bank Solvency:** Preferably of the current financial year, but not older than one year

Contractor with Seal

SCHEDULE

1	Name of organization	: Indian Institute of Technology, Kanpur.
2	NIT No.	: 03/Civil/D2/2026-27
3	Tender / Quotation type (open / limited / EOI / auction / single)	: Open
4	Tender / Quotation category (services / goods / works)	: Services
5	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	: Services
6	Form of contract (IITK – 7/8)	: IITK – 8
7	Work Category (civil / electrical / fleet management / computer systems)	: Sanitation work
8	Is multi-currency allowed?	: No
9	Date of publishing / issue / start	: As per CPP Portal
10	Document download start date	: As per CPP Portal
11	Document download end date	: As per CPP Portal
12	Date & time of pre-bid meeting	: As per CPP Portal
13	Venue of pre-bid meeting	: Office of the Superintending Engineer, IWD, IIT Kanpur
14	Last date & time of uploading of bids	: As per CPP Portal
15	Date & time of opening of Technical bids	: As per CPP Portal
16	Bid Validity Days	: 90 days after opening of Financial Bid
17	Earnest Money Deposit (EMD)	: Rs. 8,22,961/-
18	Integrity Pact	The contractor shall download the Integrity Pact, which is a part of tender document, affix his signature & seal in the presence of a witness and upload the same while submitting the online bids. In absence of duly signed integrity pact the bids shall not be considered for technical evaluation.
19	No. of bids / covers (1 / 2 / 3 / 4)	: 2
20	Address for communication	: Office of the Superintending Engineer, IWD, IIT Kanpur (U.P.) Pin- 208016
21	Contact No.	: 0512-259-7725, 7059
22	e-mail address	: seiwd@iitk.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link, “click here to enroll”. Enrolment on the CPP portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective “My Tenders” folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other; in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black & white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor’s certificates, etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Earnest money in the form of Demand Draft of pay order or Banker’s Cheque or Deposit at Call Receipt or Fix Deposit Receipt drawn in favor of “The Director, IIT Kanpur” shall be scanned and uploaded to the e-Tendering website by the bidder within the period of bid submission. The hardcopy of earnest deposit receipt (EMD) shall be submitted in the office of Executive Engineer Div-II, central Office IWD, IIT Kanpur before the Date & time of opening of technical bids as specified in the bid document.

4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, financial bids can be submitted in PDF format as well (in lieu of BOQ).

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal.

REGISTRATION

- 1) Bidders are required to enroll on the CPP Portal.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

INFORMATION & INSTRUCTIONS TO THE BIDDERS

1.0	:	NOTICE INVITING TENDERS
1.1	:	Indian Institute of Technology Kanpur (IITK) is a Central Autonomous Organization under Ministry of Human Resource Development. The Institute campus is located at Kanpur, in as sprawling area of over 1050 acres. IIT Kanpur invites on-line bids percentage cum item Rate E-Tenders in two Bid system (1. Technical 2. Financial) under two bid system for “ Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in Zone 5 ” from competent, experienced and resourceful contractors having experience of similar type of work. Estimated cost of Rs. 4,11,48,061/- for a period of 01Year, extendable yearly up to a period of 02 more years based on performance On yearly basis .
1.2	:	The selected agency will have to enter in to Service Level Agreement (SLA) as well as on Integrity Pact with the Institute.
2.0	:	GENERAL INSTRUCTIONS TO THE BIDDERS
2.1	:	The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
2.2	:	Technical bids will be opened by the committee constituted by IIT Kanpur as per schedule.
2.3	:	Financial bids of only those bidders, who qualify as per eligibility criteria in clause 3.0 the NIT will be opened.
2.4	:	The MSME/Startups are allowed to participate in the tendering on submission of required TERNOVER & EXPERIENCE towards startup enterprise registration issues by the Ministry of Micro, Small and Medium Enterprises (MSME)/ Department of Promotion of Industry and Internal Trade (DPIIT) full filling other requirement of tender document. DOCUMENTS to be uploaded with technical bids should include detail of innovation/new technology to be adopted for comprehensive solution of scope of work if any for claiming relaxations under startups. Criteria of prior experience and turnover for the Startup (whether Micro & Small Enterprises or otherwise) will not be relaxed in this procurement.
2.5	:	Self-attested copies of all documents should first be scanned and then uploaded with the bids.
2.6	:	Scanned copy of the authorization by the Partner / Executive Director (as the case may be) should be uploaded, in case the bid documents are signed and sealed by a person authorized by the owners.

2.7	:	Each and every document in the technical bid should be signed by the duly Authorized partner or all the partners in case of a partnership firm or the authorized representative in case of a company, all these also need to be stamped by the seal of the agency before scanning and uploading on the e- procurement portal.
2.8	:	A team of officers from IIT, Kanpur may visit the office/ site of work of bidders for establishing their credibility and verification of submitted documents.
2.9	:	The Institute reserves the right to reject any or all the bids without assigning any reasons, in the interest of the work. Bidder shall not have any course of action or claim against IIT Kanpur for rejection of their bid.
2.10	:	IIT Kanpur reserves the right to add or delete any other building/ area mentioned in the scope of work, if required.

2.11	:	IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement. IITK reserves the right to cancel any or all tenders without assigning any reason.
2.12	:	If any bidder intends to submit the bids for all tenders, then his/her eligibility for individual works will not be applicable. The bidder is advised to check his eligibility considering the value of all works before submitting their bids.
2.13	:	The service charges to be quoted as per the rules in the procurement of manpower shall not be less than 3.85% of the cost. If any bidders submitted their service charges less than the aforesaid charge, the bid is liable to be rejected.

3.0	ELIGIBLE BIDDERS	:	Eligible bidders should satisfy the following criteria:
3.1	Average annual financial turn over 50%	:	Rs. 205.74 Lakh during the last three financial years. Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit & Loss Statements.

			<p>(i) Turnover: Average annual financial turnover on construction work should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.</p> <p>(ii) Profit/loss: the bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant.</p> <p>(iii) Banker's Certificate from a Commercial Bank or Net worth Certificate: Banker's Certificate to the amount equal to 40% of the Estimated Cost put to tender (ECPT), OR Networth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN.</p>
3.2	Office	:	Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work.
3.3	Experience	:	<p>Bidder should have successfully completed similar works during last (07) seven years ending last day of the month previous to the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered.</p> <p>Firms/Contractors must have completed satisfactorily</p> <p>i) One similar work of 80% value of the estimated cost put to tender</p> <p style="text-align: center;">Or</p> <p>ii) Two similar work of 60% value of the estimated cost put to tender</p> <p style="text-align: center;">Or</p> <p>ii) Three similar work of 40% value of the estimated cost put to tender.</p> <p style="text-align: center;">AND</p> <p>One similar work of (either part of above or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with (Government organizations / Centrally Funded Technical Institutes which include IITs / IISER / CSIR / Central Universities / Public Sector Undertaking / Autonomous Organization of the Central Government during last seven (7) years.</p> <p>(Self Certified photocopy of work order along with work completion certificate to be uploaded as proof of eligibility</p>

			criteria) Private sector experience shall be considered with the production of TDS certificate for the same period.
3.4	Definition of similar work	:	Similar type of work means “Outsourcing of manpower for manual and mechanized Sanitation, Housekeeping & cleaning related works”
3.5	Manpower	:	Bidder should have had more than 130 workers on their rolls on a daily basis, continuously for last three (3) years. The bidder must upload the challan and payment receipt of EPF of the last three (3) years ending 31.12.2025 in support of his claim of manpower on roll.
3.6	Legal	:	Joint Venture or Consortium are not allowed to participate.
3.7	Registration	:	Bidder should be registered with the Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation & GST.
3.8	GST registration	:	Certificate of GST Registration of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents: “if work is awarded to me, I/we shall obtain GST registration certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by IIT Kanpur, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IIT Kanpur or GST department in this regard.”
3.9	ESI & EPF registration	:	To be submitted
3.10	Back to Back Undertaking	:	I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contract or 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 IITK in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Competent Authority through SE, IWD shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

			<p><u>NOTE:</u></p> <ul style="list-style-type: none"> • To be submitted on stamp paper duly notarized and date of affidavit and purchase of stamp paper shall not be earlier than the publication of NIT. • NIT number, name of work shall invariably be written on the Affidavit. • No back dated affidavit shall be entertained, and non-compliance of the above points shall lead to rejection of bid Without further notice
3.11	Forms & Annexures	:	To be submitted with bid as desired
3.12	Integrity Pact	:	The contractor shall download the Integrity Pact, which is a part of tender document, affix his signature & seal in the presence of a witness and upload the same while submitting the online bids. In absence of duly signed integrity pact the bids shall not be considered for technical evaluation.
3.13	Earnest Money Deposit (EMD)	:	Earnest Money in the form of Demand Draft of pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of "The Director IIT Kanpur") shall be scanned and uploaded to the e-Tendering website by the bidder within the period of bid submission. The hardcopy of earnest deposit receipt (EMD) shall be submitted in the office of Superintending Engineer/Executive Engineer-II in envelope mentioning "EMD for the work" on or before the date & time of opening of technical bids as specified in the bid document. In absence of the EMD in hardcopy, the bidder shall be not eligible for opening of their technical bid and shall be rejected.
4.0	PRE-BID MEETING	:	<p>Date & time of pre-bid meeting: 27.04.2026 at 12:00 Hrs. in the office of the Superintending Engineer, IWD, IIT Kanpur.</p> <p>Any doubts/ queries of the potential bidders will be addressed during the meeting.</p>
5.0	BID OPENING AND EVALUATION	:	The Institutes shall follow the LCS (Least Cost System) Method for selecting the successful bidder. The system is based on at webbed system where the technical bid and financial bid shall be submitted separately. <u>Financial bids of those bidders be opened who shall stand qualified in the Technical Bid EVALUATION as per following.</u>

5.1	Stages of Technical Bid	:	Further, the Technical Bid is in single component i.e. Technical Bid (documents for eligibility, experience and organizational structure)
6.0	Financial bid BOQ	:	Along with the submission of Technical Bid, the Bidders will also submit their Financial Bid quoting RATES AS PER GIVEN BOQ IN THE WEB PAGE.
6.1	Names of Independent External Monitors (IEMs)	:	1. Shri Ranvir Singh, IEM1@iitk.ac.in 2. Shri P. V. V. Satyanarayana, IEM2@iitk.ac.in
6.2	Pre-Bid meeting and Campus visit	:	The bidders are advised to attend the Pre-Bid meeting as per the schedule. Bidders are also advised to visit and examine the campus and its surroundings and obtain first-hand information for themselves, on his own responsibility, all information that may be necessary for preparing their Technical Bid and the Financial Bid. The cost of visiting the site shall be at the bidders own expense.

7. Award criteria

IITK Tender evaluation committee will evaluate the technical bids and decision of the committee will be final and binding upon all the bidders.

Instruction to the bidder for quoting rates in Financial Bid

(A) Labour Part (BOQ-1)

(i) Contractor has to quote the service charge on the labor part inclusive GST. Necessary wages revision shall be provided as per the government notification (Refer Clause 2.13)

(B) Hiring of Machine part (BOQ-2)

(i) All rates quoted by the bidder/contractor shall be fixed for the entire contract period and no change will be accepted on any request or any reason.

(ii) All rates quoted by the Bidder/contractor is inclusive all transportation charges, handling charges, fuel, operator cost, repair maintenance, electricity charge etc.

(C) Material Part (BOQ-3)

(i) All rates quoted by the bidder/contractor shall be fixed for the entire contract period and no change will be accepted on any request or any reason.

(ii) All rates quoted by the Bidder/contractor is inclusive all transportation charges,

handling charges, etc.

Bidders are advised to quote the same service charge for each category of manpower.

It is mandatory to fill the BOQ1, BOQ2 and BOQ3, incomplete or partially filled BOQ will be treated as rejected or disqualified.

Finance bid will be the total amount after adding the BOQ-1, BOQ-2 and BOQ-3.

After Summing of the all BOQ L1 bidder will be identified by the tender evaluation committee.

The bidder with the lowest total bid price will be designated as (L1) and the work will be awarded to the L1 Bidder.

Bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives, if present.

- i. The bid shall remain valid for Ninety (90) days from date of opening of eligibility bids/Technical bid.**
- ii. In tenders of similar scope of work intended within the same time frame, the L-1 bidders for each tender may be brought at par with lowest bidder among all tenders.**
- iii. In case same bidder is L-1 in all the tenders, then he shall be considered only for tender with highest value of ECPT.**
- iv. To prevent monopoly and ensure timely delivery of work, a single bidder shall be considered maximum for 2 zones bid with highest value. i.e. A bidder shall be awarded a maximum of two zones only, even if the bidder becomes L-1 in more than two zones. And the L-2 bidder of the other tenders has to agree on the L-1 rates for award of the work.**

NOTE:

- a. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:**
 - i. Amend the scope and value of contract to the bidder.**
 - ii. Reject any or all the applications without assigning any reason.**
 - iii. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.**

8.0	TERMS FOR AWARD OF CONTRACT	
8.1	PBG	: The successful bidder will be informed of the acceptance of his tender and shall be required to furnish a "Performance Guarantee" . Necessary instruction with regard to amount, time of depositing performance guarantee will be specified in the Letter of Offer.
8.2	Amount of PBG & time frame	: The Performance Guarantee will have to be furnished within 15 days of receipt of "Letter of Offer" for an amount of 5% of the contract value in the form of an Account Payee/ DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of "The Director, Indian Institute of Technology, Kanpur.

8.3	Validity	:	The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also be required to be extended by the Agency accordingly and validity should be valid for extended period plus six months.
8.4	Failure to submit PBG	:	Failure of the Successful bidder to comply with the requirements of above clauses shall constitute sufficient Grounds for the annulment of the award and debarment.

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From:
M/s

To
The Superintending Engineer
Institute Works Department
Indian Institute of Technology
Kanpur- 208016

Subject: Submission of bids for the work of

Sir,
Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed prescribed forms A to E and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Competent Authority or his representative to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Competent Authority or his representative to approach individuals, employers, firms, and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge, and capability for having successfully completed the following works:

Name of work	Certificate from
--------------	------------------

Enclosures:

Date of submission

Seal of bidder

Signature(s) of Bidder(s).

FORM 'A'

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the seven (7) financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

- (i) Gross Annual turnover on works.
- (ii) Profit/Loss. (standalone financial statement and consolidated financial statement both).

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM “B”

FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh..... having marginally noted address,..... as a Customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

- (1) Bankers certificates should be on letter head of the Bank, addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM “B-1”

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

Proforma of Net Worth Certificate by certified Chartered Accountant

(To be printed in Letterhead of Chartered Accountant)

(Scanned copy of the Certificate to be uploaded at the time of submission of bid)

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of individual/firm / company), as on (the relevant date) is Rs..... after considering all liabilities . It is further certified tha the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).”

.....
Unique Document Identification Number (UDIN)

.....
Signature of Chartered Accountant

.....
Name of Chartered Accountant

.....
Membership No. of ICAI

.....
Date and Seal

FORM 'C'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN (7) YEARS ENDING PREVIOUS DAY OF THE LAST DATE OF SUBMISSION OF TENDERS

Sl. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address/ telephone number of officers to whom reference maybe made	Whether the work was done on back to back basis Yes / No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator Tribunal.

Date:

Signature of Bidder(s) with seal

FORM 'C'-1

DETAILS OF ONE WORK IN SUPPORT OF HAVING SUCCESSFULLY COMPLETED WITH THE STRUCTURAL SYSTEM TECHNOLOGY PROPOSED TO BE USE IN THE WORK

Sl. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Type of structural system Technology used	Litigation/arbitration cases Pending/progress with details*	Name and address/telephone number of officer to whom reference may be made	Whether the work was done on back to back basis (yes/no)
1	2	3	4	5	6	7	8	9	10	11

Signature of bidder(s) with seal

Dated:

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location

2. Agreement no.

3. Estimated cost

4. Tendered cost

5. Date of start

6. Date of completion

(i) Stipulated date of completion

(ii) Actual date of completion

7. Amount of compensation levied for delayed completion, if any

8. Amount of reduced rate items, if any

9. Performance Report

a. Quality of work	Outstanding / Very Good / Good / Poor
b. Technical Proficiency	Outstanding / Very Good / Good / Poor
c. Resourcefulness	Outstanding / Very Good / Good / Poor
d. General Behavior	Outstanding / Very Good / Good / Poor

Dated:

Superintending Engineer or Equivalent

FORM “E”

Structure and Organization of the Agency

Proforma of providing Structure and Organization of the Bidding Agency

(To be printed in Company’s Letterhead)

(Scanned copy of the Structure and Organization Document to be uploaded at the time of submission of bid)

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)

(a) An Individual

(b) A proprietary firm

(c) A firm in partnership

(d) A limited company or Corporation

4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization / Place of registration

Registration No.

- 1.
- 2.
- 3.

5. Names and titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization

7. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

8. Any other information considered necessary but not included above.

Signature of Bidder(s)

Proforma of Declaration on Details of the Bidders

(To be printed in Company's Letterhead)

(Scanned copy of the Performance Reports to be uploaded at the time of submission of bid)

I/We, _____ hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I/we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

Particulars of the bidder as per following details:

1	Particulars of the bidder		
2	Name of the firm / organization	:	
3	Type of the firm / organization: Public limited / Private Limited / Registered firm	:	
4	Registered address	:	
5	Address of office	:	
6	Contact people	:	
7	Name & Designation	:	
8	Landline & mobile numbers	:	
9	E-mail IDs	:	
10	PAN No.	:	
11	GST No.	:	
12	EPFO Registration No.	:	
13	ESIC Registration No.	:	
15	EMD/FDR/DD No. & Date		
16	Registration details with the Govt. Department (CPWD, BSNL, MES, Central PSUs)	:	
17	Validity of the registration with the Govt. Department	:	
18	Has the applicant ever been required to suspend any project for a period of more than six months continuously after commencement of work?	:	If so, give the name of the project and reasons of suspension of project

19	Has the applicant ever been convicted by a court of law?	:	YES / NO If yes, give details of the case
20	Details of any litigation in which the applicant is/was involved.	:	
21	All forms submitted as desired in the bid	:	Yes / No
22	All annexures submitted as desired	:	
23	In the bid (Form A to From E) & Annexure 1 to Annexure 3	:	
24	Integrity Pact	:	
25	Undertaking regarding subletting of work	:	

We further declare that our organization has not been blacklisted / delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

(Signature & name of the bidder)
Seal of the bidder

Dated:

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

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

Date:

Authorized Signatory

BILL OF QUANTITIES (BOQ)

Bidder has to mention the following types of manpower to be engaged for “**Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in ZONE-5 (i.e. Hostel No.-1, 3, 4, 7, 8, 9, 10, 11, Girl Hostel-I & Hall-6 (Girl Hostel-Tower).**” The agency should specify the quantities i.e. the number of manpower to be deployed and thus, the agency will be bound to follow the plan proposed by them, if work is awarded to them. All protocols have to followed by the agency as per guidelines issued by GOI/UP Govt and Institute. The contractors are advised to quote the rates accordingly nothing shall be paid extra against the above. Rates are to be quoted in accordance with the Minimum Wages Act of Central Government manpower per month basis and other by laws applicable (inclusive of all statutory liabilities, taxes, levies, cess and GST etc.).

Estimated minimum unskilled manpower 125 No(s) per day.

ESTIMATE					
Nam e of Wor k:	Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in ZONE- 5 (i.e. Hostel No.-1, 3, 4, 7, 8, 9, 10, 11, Girl Hostel-I & Hall-6 (Girl Hostel-Tower).				
	(BOQ-1)				
Sl. No.	Particulars	Quantit y.	Units	Estim ated Rate in Rs.	Total amount with taxes (inclusive GST) (INR)
(A)	Manpower				
1	Facility caretaker (Skilled) (1 No.) Rs. 981 x 26 days = Rs. 25506/- x 1 = Rs. 25506/- plus 18% GST	12	months	30097.08	361164.96
2	Supervisor (Skilled) (1 No.) Rs. 981 x 26 days = Rs. 25506/- x 1 =Rs. 25506/- plus 18% GST	12	months	30097.08	361164.96
3	Semi-skilled workers (3 Nos) Rs. 893 x 26 days = Rs. 23218/- x 3 = Rs. 69654/- plus 18% GST	12	months	82191.72	986300.64
4	Unskilled workers (119 Nos) Rs. 805 x 26 days = Rs. 20930/- x 119 = Rs. 2490670/- plus 18% GST	12	months	2938990.6	35267887.20
5	Sewerman (Un-skilled) (1 No) Rs. 805 x 26 days = Rs. 20930/- x 1 = Rs. 20930/- plus 18% GST	12	months	24697.40	296368.80
6	Sub Total				37272886.56
	Contractor Adm. / Service Charge (as _____ percentage of sub-total in line 6 above) INR				
(BOQ-2)					
(B)	Descriptions of Items	Qty.	Unit	Rental value per year per machine with taxes (Inclusive GST)	
	Rental Charges for per Machine				
	Cleaning Machines (MAKE- Taski, Deleovo, Build well, Charnok, Comac, Schevaran in technical parameters and specifications) Mandatory: - 20 lacs In house machinery buffer, Authorized handling certificate from manufacturer, 3 in house technician, local office. The require the following machines with their make and model:				

Sl. No.	Description	Area of usage	Taski Model No.	Charnock Model No.	Dulevo Model No.	Buildwell / Model No.	Comac Model No.	Schevaran Model No.				
a.	Single Disk scrubber	Floor Area	Trooper SD plus	C14	Nadir	SC004	DCS43 pro	GD431				
b.	Wet & Dry Vacuum	Floor Area & Washroom	Taskiva cumat 22	C30	Promity	N/A	CA27	SW35SS				
c.	Walk behind auto scrubber battery /electric operated	Floor Area	Taski/Swingo 455E	C3450	Ruby50	T30	Abila50 (Battery & Abila 50 (Electric)	RA431E				
d.	High Pressure jet cleaner	Out Area	LMX1 211XP	CCW150	Quicky	CC1102	C15	CF591				
1	Single Disc Scrubber								1	Each		
2	Wet & dry vacuum cleaner								1	Each		
3	Walk Behind Auto Scrubber battery operated								1	Each		
4	High Pressure jet cleaner								1	Each		

(BOQ-3)

(C)	Chemicals Environment Free	Qty. (Yearly)	Units	Basic rate in with taxes (Inclusive GST)
1	Diversey Taski R1 Bathroom Cleaner	1440	Litre	
2	Diversey Taski R2 Hygienic Hard Surface Cleaner	1200	Litre	
3	Diversey Taski R3 Glass Cleaner	300	Litre	
4	Diversey Taski R4 Shine up Furniture Maintainer	180	Litre	
5	Diversey Taski R5 Air Freshener	600	Litre	
6	Diversey Taski R6 Toilet Bowl Cleaner	4020	Litre	
7	Hard broom with 5 ft. bamboo stick & ring (Complete set)	480	Each	
8	Blue Dry Mop Set 23"	360	Each	
9	Cobweb Brush	120	Each	
10	Plastic Mug	480	Each	
11	Doctor Brand White Perfumed Phenyl	7200	Ltr.	

12	Dry Mop Set 23"- White	360	Each		
13	Empty spray bottle (500 ML)	360	Each		
14	Duster Check Blue	1440	Each		
15	Duster Check- Green	1440	Each		
16	Duster Check- Red	1440	Each		
17	Floor Duster 27x27	4320	Each		
18	Duster Glass Yellow	1440	Each		
19	Toilet Brush Heavy	720	Each		
20	Dustpan Plastic With Brush MTI	360	Each		
21	Face Mask (3 layer)	3000	Each		
22	Feather Brush Heavy	288	Each		
23	Plastic Bucket (15-16 Ltr. Capacity)	288	Each		
24	Kentucky Mop complete set	720	Each		
25	Choke Opener / Pump	60	Each		
26	Glass Squeeze Rubber	120	Each		
27	Glass Squeeze Cloth	120	Each		
28	Hand Gloves Rubber	1440	Pairs		
29	Hand Gloves Cloth	1440	Pairs		
30	Hand Scrubbing Brush	480	Each		
31	Narial Broom Loose	1440	Kg		
32	Taski Terranova Marble Maintainer	120	Ltr		
33	Plastic Juna	1440	Each		
34	Micro Fiber Duster	1440	Each		
35	Naphthalene Ball (Doctor brand)	156	Kg		
36	Plastic Wiper with rod of Size 16"	480	Each		
37	Plastic Wiper with rod of Size 24"	240	Each		
38	Odonil (50 gm Packing)	1800	Each		
39	Scrubbing Pad 17", 3M-Black	12	Each		
40	Scrubbing Pad 17", 3M-Green	12	Each		
41	Buffing Pad 20", 3M White	12	Each		
42	Scrubbing Pad 17", 3M - Red	12	Each		
43	Soft Broom (Phool Jharoo 400 gram with steel grip)	2856	Each		
44	Urinal Cubes (Sanifresh toilet cubes)	3600	Each Packet (10 no.)		
45	Urinal Screen V- Screen	888	Each		
	Material required having life of six (06) months				
46	Spade (Phaavda Standard size)	4	Each		
47	Belcha (Standard size)	4	Each		
48	Khurpi	4	Each		
49	Safety Shoe	250	Pairs		

	Material required having life of twelve (12) months				
50	Wringer Trolley Double Bucket Wringer Trolley 40 ltr)	10	Each		
51	Glass Cleaning Kit	10	Each		
52	Telescopic Rod 9 Mtrs	5	Each		
53	Aluminum Ladder 10 ft length	2	Each		
54	Extension Board 15Amp 10 mtr length	2	Each		

NOTE OF THE MATERIAL:

1. Quantity of materials to be provided shall remain fixed throughout the contract period.
2. The above numbers of materials are tentative and may be change/increase/decrease as per the actual requirement.
3. Recovery amount will be deducted from the monthly bill submitted by the bidder on the actual cost of material.
4. The quantity & the material are estimated & taken into consideration as per the regular works executed in the zone, however Superintending Engineer will have the right to increase/decrease the items in the above material list or procure different item form the above list ape the requirement of work.
5. Superintending Engineer may ask the sample of the material before delivery at site, it will be the responsibility of the bidder to provide the sample of materials and get the approval from Superintending Engineer before the delivery.
6. All consumable materials if remains balance and T&P under serviceable conditions shall be the property of the institute. The contractor has to hand over the same to the Institute.
7. Diversey taski environment free chemicals, should be bought by diversey assigned distributor only, to ensure authenticity.
8. Diversey taski environment free chemicals, must have diversey dispenser system, to ensure accurate dosing of chemicals.

NOTE OF THE MACHINE:

1. The above number of machines are tentative and may be change as per the actual requirement.
2. The work has to be carried out as per the direction of Superintending Engineer, further necessary penalty as per the assessment of Superintending Engineer shall be recovered from the monthly bill submitted by the bidder if the work is not carried out as per the direction.
3. All quoted rates as inclusive of maintenance operator, transportation, electricity charges and AMC

etc.

4. Contractor has to provide his schedule for the running of machines as per the quantum of work in the office of Superintending Engineer as and when required failing which necessary penalty shall be applicable.
5. All machines shall have to maintained by the agency/contractor in good running condition throughout the contract period.
6. The contractor has to submit the maintenance contract with OEM of the machines valid throughout the contract period.
7. All machine shall be new. The date of purchase shall be after 01.01.2026.

Quantity of machines to be provided shall remain fixed throughout the contract period. In case of breakdown of any machine the new machine has to be deployed by the contractor without any additional cost.

***List of Halls in Zone 5 and the details of various areas within the Hall premises**

Zone No.	Location Type	Building Name	Total Plinth Area (m2)
ZONE-5	RESIDENTIAL	Hall-1	14193
ZONE-5	RESIDENTIAL	Hall-3	12120
ZONE-5	RESIDENTIAL	Hall-4	11510
ZONE-5	RESIDENTIAL	Hall-7	12450
ZONE-5	RESIDENTIAL	Hall-8	12850
ZONE-5	RESIDENTIAL	Hall-9	11282
ZONE-5	RESIDENTIAL	Hall-10	15610
ZONE-5	RESIDENTIAL	Hall-11	15876
ZONE-5	RESIDENTIAL	Girl Hostel-1	8204
ZONE-5	RESIDENTIAL	Hall-6 (Girl Hostel Tower)	20503

Sl No.	Name of building	No (s) of Room/Office//Meeting/ /reading room in building	Common area/Cycle stand/stairs/parking in Building	No (s) of Ladies washrooms in building	No (s) Gents washrooms in building
1	2	3	4	5	6
	Hall-1 Block-A (Ground+Mid+Top floor)	72	Common area/Cycle stand/parking/Stair/corridor in Building	0	3
	Hall-1 Block-B (Ground+Mid+Top floor)	60	do	0	3
	Hall-1 Block-C (Ground+Mid+Top floor)	72	do	0	3
	Hall-1 Block-D (Ground+Mid+Top floor)	72	do	0	3
	Hall-1 Block-E (Ground+Mid+Top floor)	60	do	0	3
	Hall-1 Block-F (Ground+Mid+Top floor)	70	do	0	3
	Hall-1 Block-G (Ground+Mid+Top floor)	60	do	0	3
	Hall-1 Common Area	18	do	0	6
	Hall-3 Block-A (Ground+Mid+Top floor)	30	Common area/Cycle stand/parking/Stair/corridor in Building	0	3
	Hall-3 Block-B (Ground+Mid+Top floor)	42	do	0	3
	Hall-3 Block-C (Ground+Mid+Top floor)	30	do	0	3
	Hall-3 Block-D (Ground+Mid+Top floor)	39	do	0	3
	Hall-3 Block-E (Ground+Mid+Top floor)	33	do	0	3
	Hall-3 Block-F (Ground+Mid+Top floor)	31	do	0	3
	Hall-3 Block-G (Ground+Mid+Top floor)	33	do	0	3
	Hall-3 Common Area	9	do	1	2
	Hall-4 Block-A (Ground+Mid+Top floor)	54	Common area/Cycle stand/parking/Stair/corridor in Building	0	6

Hall-4 Block-B (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-C (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-D (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-E-1 (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-E (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-F (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-G (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Block-H (Ground+Mid+Top floor)	54	do	0	6
Hall-4 Common Area	12	do	1	2
Hall-7 Block A Ground + Mid + Top floor	50	Stair, corridor & roof	0	3
Hall-7 Block B Ground + Mid + Top floor	44	Stair, corridor	0	3
Hall-7 Block C Ground + Mid + Top floor	48	Stair, corridor	0	3
Hall-7 Block D Ground + Mid + Top floor	42	Stair, corridor	0	3
Hall-7 Block E Ground + Mid + Top floor	45	Stair, corridor	0	3
Hall-7 Block F Ground + Mid + Top floor	50	Stair, corridor	0	3
Hall-7 Block G Ground + Mid + Top floor	44	Stair, corridor	0	3
Hall-7 Block H Ground + Mid + Top floor	48	Stair, corridor	0	3
Hall-7 Block I Ground + Mid + Top floor	42	Stair, corridor	0	3
Hall-7 Block J Ground + Mid + Top floor	45	Stair, corridor	0	3
Hall-7 Common Area	10	Common area/Pathway/Cycle stand/car parking in Hostel	1	1
Hall-8 Block A Ground + Mid + Top floor	63		0	6
Hall-8 Block B Ground + Mid + Top floor	60			6
Hall-8 Block C Ground + Mid + Top floor	60			6
Hall-8 Block D Ground + Mid + Top floor	60			6

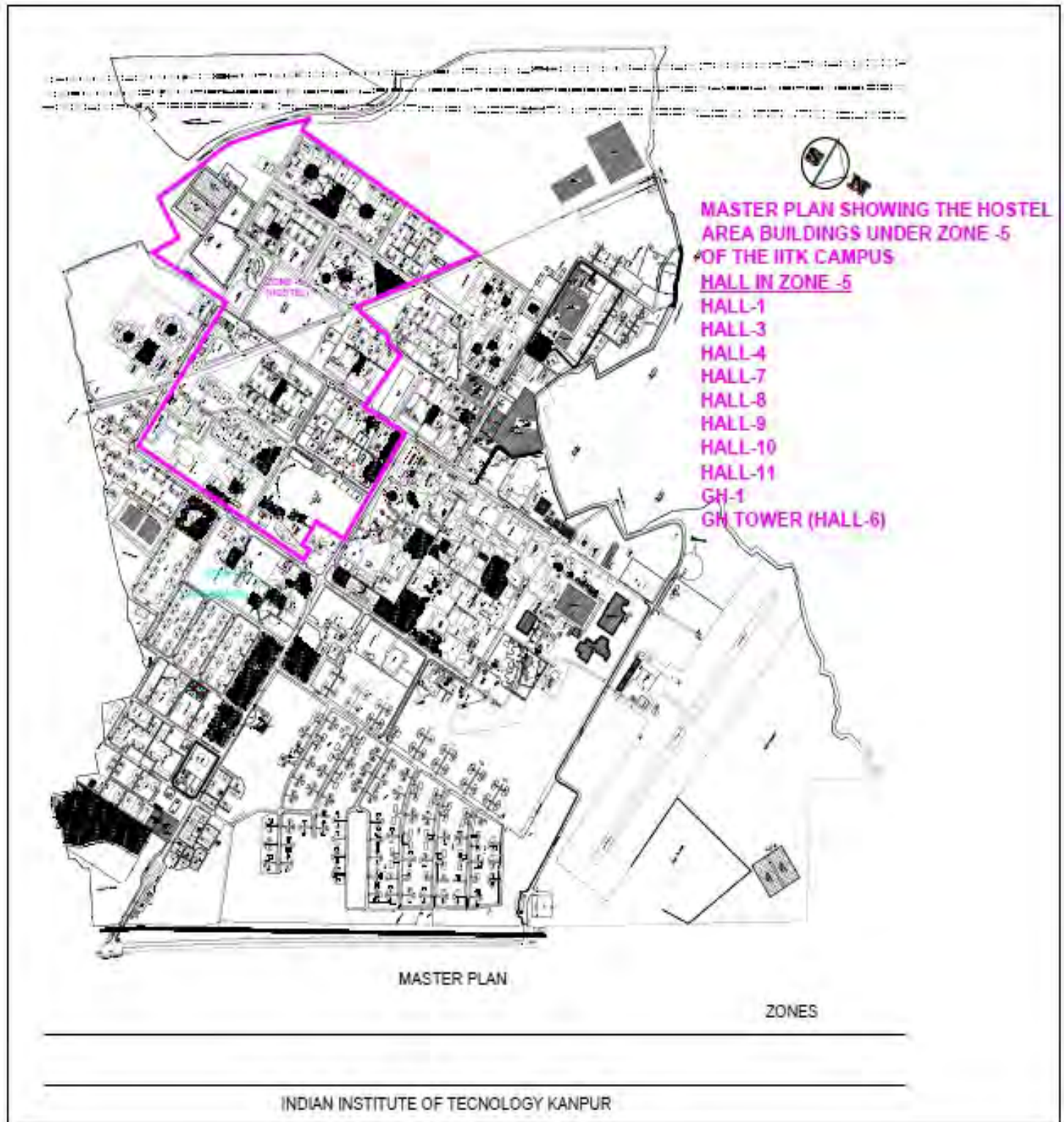
Hall-8 Block E Ground + Mid + Top floor	60			6
Hall-8 Block F Ground + Mid + Top floor	63			6
Hall-8 Block G Ground + Mid + Top floor	63			6
Hall-8 Block H Ground + Mid + Top floor	60			6
Hall-8 Block I Ground + Mid + Top floor	58			6
Hall-8 Common Area, Swimming pool & SS-V	19			6
Hall-9 Block-A (Ground+Mid+Top floor)	60	Common area/Cycle stand/parking/Stair/corridor in Building	0	6
Hall-9 Block-B (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-C (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-D (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-E (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-F (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-G (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Block-H (Ground+Mid+Top floor)	60	do	0	6
Hall-9 Common Area	6	do	1	4
Hall-10 Block-A 1st floor	32		0	1
Hall-10 Block-A 2nd floor	44		0	1
Hall-10 Block-A 3rd floor	48		0	1
Hall-10 Block-A 4th floor	40		0	1
Hall-10 Block-B 1st floor	36		0	1
Hall-10 Block-B 2nd floor	44		0	1
Hall-10 Block-B 3rd floor	48		0	1
Hall-10 Block-B 4th floor	40		0	1
Hall-10 Block-C 1st floor	36		0	1

	Hall-10 Block-C 2nd floor	44		0	1
	Hall-10 Block-C 3rd floor	48		0	1
	Hall-10 Block-C 4th floor	40		0	1
	Hall-10 Common Area+Guest Room	15		1	1
	Hall-11 Block-A 1st floor	32		0	1
	Hall-11 Block-A 2nd floor	44		0	1
	Hall-11 Block-A 3rd floor	48		0	1
	Hall-11 Block-A 4th floor	40		0	1
	Hall-11 Block-B 1st floor	36		0	1
	Hall-11 Block-B 2nd floor	44		0	1
	Hall-11 Block-B 3rd floor	48		0	1
	Hall-11 Block-B 4th floor	40		0	1
	Hall-11 Block-C 1st floor	36		0	1
	Hall-11 Block-C 2nd floor	44		0	1
	Hall-11 Block-C 3rd floor	48		0	1
	Hall-11 Block-C 4th floor	40		0	1
	Hall-11 Common Area+Guest Room	15		1	1
	GH-1 Block-A (Ground+mid+top)	49	Common area/Cycle stand/corridor/stair in Building	3	0
	GH-1 Block-B (Ground+mid+top)	49	do	3	0
	GH-1 Block-C (Ground+mid+top)	49	do	3	0
	GH-1 Block-D (Ground+mid+top)	49	do	3	0
	GH-1 Block-E (Ground+mid+top)	49	do	3	0
	GH-1 Block-F (Ground+mid+top)	49	do	3	0
	GH-1 Block-G (Ground+mid+top)	49	do	3	0
	GH-1 Common Area	5	do	1	1

		49	Common area/Cycle stand/corridor/stair in Building	3	0
	GH-1 Block-A (Ground+mid+top)				
	GH-1 Block-B (Ground+mid+top)	49	do	3	0
	GH-1 Block-C (Ground+mid+top)	49	do	3	0
	GH-1 Block-D (Ground+mid+top)	49	do	3	0
	GH-Tower (Hall-6) Block-A+B 1st floor	28	Stair, lift/corridor	2	0
	GH-Tower (Hall-6) Block-A+B 2nd floor	28	do	2	0
	GH-Tower (Hall-6) Block-A+B 3rd floor	28	do	2	0
	GH-Tower (Hall-6) Block-A+B 4th floor	27	do	2	0
	GH-Tower (Hall-6) Block-A+B 5th floor	28	do	2	0
	GH-Tower (Hall-6) Block-A+B 6th floor	32	do	2	0
	GH-Tower (Hall-6) A+B Common area	6	Common area/Lift/Cycle stand/corridor/stair in Building	2	2
	GH-Tower (Hall-6) Block-C+D 1st floor	63	Stair, lift/corridor	5	0
	GH-Tower (Hall-6) Block-C+D 2nd floor	69	do	2	0
	GH-Tower (Hall-6) Block-C+D 3rd floor	60	do	2	0
	GH-Tower (Hall-6) Block-C+D 4th floor	56	do	2	0
	GH-Tower (Hall-6) Block-C+D 5th floor	58	do	2	0
	GH-Tower (Hall-6) Block-C+D 6th floor	62	do	2	0

***THE DETAILS GIVEN HERE ARE INDICATIVE AND THE AGENCY IS ENCOURAGED TO DO SITE VISIT TO ASCERTAIN THE SCOPE OF WORK. CLEANING OF ALL AREAS EXCEPT MESS AND KITCHEN IS WITHIN THE SCOPE OF WORK.**

Master plan showing the hostel area buildings Under ZONE 5



Special Conditions of Sanitation

1	Cleaning of Building and Open Areas
<p>Areas to be cleaned include rooms, toilets, halls, stair cases, lifts and common corridors/ open areas/ outdoor infrastructure within the premises of all Halls in ZONE-5. The copy of the campus master plan showing the respective zones is also attached as Annexure-5. NOTE: The cleaning of toilets and corridors of Hall-6 shall be taken through the mechanized cleaning. The cleaning of toilets and corridors of Hall-1, 3, 4, 7, 8, 9, 10, 11, Girl Hostel-1 & Hall-6 (Girl Hostel Tower) including all common areas etc shall be taken manually.</p>	
a)	Indoor cleaning includes manual brooming and mopping of rooms / staircases/ lifts/ offices/ common rooms/ guest rooms/ cleaning and wiping of doors/ windows/ partitions/ railings/ furnitures/ fixtures/ almirahs/ drawers/ phones/ foot mats/ signboards and dustbins etc. The mechanized cleaning of corridors / open common areas shall be made through the use of Walk Behind Scrubber Dryer OR with the other suitable machines as deemed fit.
b)	Outdoor cleaning includes cleaning of roads, outdoor infrastructures including parking areas, pavements, signboards, street fixtures and furniture, collection of litter parking areas and road side areas etc within the Halls of Zone 5 shall be taken manually.
c)	Toilet cleaning by the use of Single Disc Scrubber & Wet and Dry Vacuum includes maintaining of clean, stain free and hygienic conditions in outdoor and indoor all toilets of the buildings. The deep cleaning of toilets shall be made Once in a week OR as an when required with the Foam generator / steam machine.
d)	Glass cleaning includes cleaning of glass window panes, doors, and partitions with the glass cleaning kit.
e)	Garbage removal includes collection of segregated waste and deposition of the same at the area designated by the Institute for each type of waste. Mixing of waste will invite penalties.
f)	Power points shall be provided by the Institute on the suitable places as per requirement for tapping the power supply for the use of machines. The suitable space for the parking of Machines / complaint office shall be provided with in the academic area with the approval of competent authority through SE, IWD.
2	Mechanism to lodge and respond to complaints
a)	The agency will provide an effective mechanism to respond to the complaints by students/staff/faculty/guest etc. lodged through the complaint management mechanisms of institute and will resolve the complaints within 2 hours of receipt of complaint.
3	Assessment of Performance
Performance of the agency will be assessed on the basis of:	
a)	Feedback of students/staff/faculty/guests with respect to level of cleanliness in the campus at all times etc.
b)	Time taken to respond and resolve the complaints etc.
c)	Rating given by an internal committee to assess the performance based on predefined parameters

Standard Operating Procedure (SOP) for housekeeping / sanitation work of IIT Kanpur campus.

The Housekeeping /cleaning services are needed as per the following weekly schemes:

- a. Manual sweeping & wet cleaning of student rooms twice every week with an interval of three (3) days.
- b. Manual sweeping of office/warden rooms/common rooms at least once in a day OR as and when required.
- c. Cleaning & sweeping of washrooms and maintaining the perfect hygiene conditions using appropriate environment free chemicals and tools twice in a day OR as and when required with cross check parameters as per satisfaction of designated Superintending Engineer.
- d. Mopping of corridors at all floor levels twice in a day OR as and when required.
- e. Manual deep cleaning of washrooms shall have to be done at-least once in a week.
- f. The agency must also create and deploy an Immediate Response Strategy for all types of emergencies pertaining to housekeeping, within IIT Campus.
- g. Area under cleaning contract may change when new buildings being constructed are added to scope of work. Incremental charge shall be decided on basis proportionality of non-academic area from original scope of work.
- h. The performance of the agency will be assessed on the feedback of students/staff/faculty/guests in respect of maintaining hygienic, stain free, garbage free, stink free and clean indoor and outdoor environment in the campus at all times.
- i. Outdoor and indoor dustbins shall be provided and maintained by the housekeeping agency.
- j. It is the responsibility of the agency to switch off corridor lights in the morning, if they are already on.
- k. They should also report to their facility manager about faulty Civil, Electrical and Air Conditioning issues as noticed.

Sr. No.	Areas	SOP	Indictor
1	Indoor areas All areas should be cleaned to create a healthy and hygienic environment	Spot clean floor, ceiling, walls, doors, glass windows, tables, cupboards, wall hangings, signage, computers and chairs.	Free of dirt, stains, moisture odour and litter.
		Any leakage, spillage/emergency to be attended promptly.	
		Effective supervision, checking and monitoring of cleaning activities, schedules.	
		Dustbins to be cleared regularly and be free	

		from stains, foul smell etc.	
		Handprints on all doors to be cleaned.	
2.	Washrooms	All the washrooms should be cleaned atleast 2 times in as shift of 8 hours WC, basins, floors, urinals, sensors, hand dryers, glass mirrors, should be free of dust, grime, spots, and be sparkling clean. Frequent monitoring to be done for effective hygiene. The floor should be dry, and area should be free of foul smell. Cleaning schedule to be checked by supervisors.	Clean, dry and smell free washrooms. Availability and display of check lists. All accessories should be functional
3.	Outdoor areas Including Roads, Façade, Pavements, Open areas.	The area should be free from dust, dirt and litter. Drains should be free of debris. All fire hydrant boxes, bollards, junction boxes etc. should be spot cleaned on a regular basis. Removal of grease and dirt stains from the surfaces. Cleaning of machine rooms and other sensitive areas floors, walls, and ceilings (in the presence of the operators in these area). The machinery itself will not be touched by the cleaning staff since the operators will clean their own equipment, cleaning of ceilings and walls so that cobwebs, stains etc. are taken care of. Cleaning of the cycle & car parking area other services rooms without affecting the Operation of the Equipment. Dustbins should be emptied as per requirement and clean from stains/litter foul smell. Loose dust should be managed by sprinkling of water and then manual / mechanized brooming to be done in unpaved areas.	Clean roads, pavements and open areas.
4.	System for lodging and redressing of complaints	A robust system for lodging and redressing of all complaints should be maintained as detailed in Special conditions should be used for resolution of complaints.	A functional system enabling tracking of complaints and their resolution.
5.	Garbage and food waste disposal	Dry (recyclable) / wet (organic) waste should be segregated and transported separately to designated spots on the campus.	All garbage should be segregated. All outdoor and indoor dustbins should be clean, odour free and litter free.
		All tools and equipment should be functional	Documentary

6.	Housekeeping Tools, consumable and Equipment	and in good working condition at all times.	evidence
		Minimum stock of approved spares/ environment free chemicals/consumables should be maintained at all times.	
		Only approved brands of brands of consumables should be stocked and used.	
		Machinery, equipment of only approved makes to be used.	
7.	Housekeeping personnel	100 % manpower as per agreed deployment should be available at all times as per direction of competent authority through Superintending Engineer, IWD.	As per the agreement
		100% manpower should be in uniform. (Compulsory)	For claiming of EPF, EDLI and ESI, 100% attendance should be marked in Biometric attendance machines to be arranged by the Agency/contractor at selected locations of the campus. 100% complaint to be attended.
		Personal grooming should be as per acceptable standards.	
		The employees of the contractor shall be of good character and sound health. All employed staff should be above 18 years of age not below the age of 18 years. The Agency/contractor should not engage manpower who attained the age of 58 years and above.	
8.	Maintenance of records	Daily log of manpower, equipment deployed, consumables used should be maintained. Daily log of complaints lodged, resolved and pending should be mentioned.	Meticulously maintained logs accessible to Superintending Engineer.
9.	Training of workers	The fortnightly training of the sanitation workers is mandatory and same shall be conducted by the agency. Training of the machinery of the sanitation workers from the OEM must be provided by the agency in the Quarterly basis.	The duly signed sheet by the workers shall have to be submitted to the Institute

10. Penalty Clause

The agency would be required to meet the entire Scope of Work as defined above along with the stipulated performance standard defined under Standard Operating Procedure (SOP)

Penalties shall be imposed on the agency as per the following details:

Sr. No.	Defaults	Penalty
i.	Shortage of Housekeeping Staff	If any workers is absent, then a penalty of Rs. 200/- per day for Skilled, Rs. 150/- per day for

		Semi-skilled and Rs. 100/- per day for Unskilled shall be recovered in addition to non-payment to these absentees in monthly bills. The absentees shall be calculated on sum of total monthly attendance of each grade of worker.
ii.	Non-Use of cleaning Materials	Rs. 1000/- per instance after one time warning.
iii.	Improperly Dressed Housekeeping Staff	Number of improperly Dressed house keeping staff (HKS) x Rs. 500/- (per instance) after two time warning.
iv.	Using unbranded / substandard Material	If during random inspection, cleaning material of brands other than those approved is found in the stock/use, a penalty of Rs. 2000/- per items will be levied and all such stock will be confiscated.
v.	Machine not working / Non availability of machine.	Breakdown time of 24 hours is allowed for repair of machine. Thereafter, a penalty of Rs. 5000/Day/Machine will be imposed. The bidder must supply the machines on or before the date of start of work.
vi.	During random inspection by Superintending Engineer or his representative, if any toilet is found in dirty / stinking / unhygienic condition.	Rs. 200/- per toilet will be levied
vii.	If any open area remains dirty / littered for a day, penalty of Rs. 200/- per area per day will be levied.	
viii.	The training of workers is mandatory hence each agency has to submit the training programme conducted on quarterly basis. If any agency done not conduct of training of workers a penalty of Rs. 5,000/- shall be deducted from the bills.	
ix.	The agency will resolve the complaints within 1 hour of receipt of complaint. A penalty of Rs 1000/- will be imposed per pending complaint beyond 24 hours of registration in institute complaint management apps.	

Note:

1. The penalties imposed shall be deducted from payments due to the service provider
2. The levied penalty can be applied for wavier to the next higher authority i.e. Superintending Engineer and the decision of the next higher authority shall be final and bound to the contractor.

TRAINING LEVELS TRAINING –
TASK PERFORMANCE SKILLS

- i. The successful Bidder shall be responsible for carrying out and providing periodic and daily skills training to perform daily tasks. No staff shall be allowed to perform any task unless they are completely trained and competent enough to perform the assigned task.
- ii. In addition to initial training as mentioned above, the successful Bidder shall be responsible to provide refresher training to its employees at minimum 1 day per quarter to each employee. Proof of the training has to be submitted by the bidder to SE.
- iii. The successful Bidder shall provide below mentioned trainings at the time of induction of each employee and all awareness trainings and all expenses shall be borne by the successful Bidder. Apart from below list, the training Modules for specific topic(s) that are required for this Service shall be provided by SE. The successful Bidder shall be responsible for training those topics to all its employees without any additional cost to IIT Kanpur.
- v. For machines training to the workers has to be provided from OEM without any additional cost to IIT Kanpur.

Sr. No.	Training Topic	Frequency
1	Personal Grooming & Hygiene / Usage of PPE / Behavioral Training	Quarterly
2	Usage of Cleaning Agents and Dilution ratios	Quarterly
3	Housekeeping Procedures – SOPs & Manuals (Various Restroom Cleanings and its timings, Floor & Fixtures Cleaning, Deep Cleaning etc.)	Quarterly
4	Machinery Usage, Cleaning of tools & Equipment	Quarterly
5	On Job Training	Monthly
6	Lost & Found Procedure	Quarterly

General Guidelines

1.	<p>Assessment of Performance: Performance of the agency will be assessed on the basis of:</p> <p>a) Feedback of students/staff/faculty/guests with respect to level of cleanliness in the campus at all times etc.</p> <p>b) Time taken to respond and resolve the complaints etc.</p> <p>c) Efficiency of the complaint redressal system etc.</p> <p>d) Rating given by an internal committee to assess the performance based on predefined parameters</p>
2.	The contractor have to make own arrangement for keeping all machines & attachment inside the campus including its safety and security. The Institute will provide temporary open space inside the campus.
3.	The rates quoted shall be inclusive of all running charges of machines/equipments i.e. Fuel/diesel / battery charges, labour, T&P etc including its Maintenance (routine, preventive and breakdown) of machines shall have to be made by the contractor.
4.	The agency must also create and deploy an Immediate Response Strategy for all types of emergencies within IIT Campus.
5.	All activities are come under control of competent authority through Superintending Engineer, IWD of the Institute. The contractors have to take the daily instructions from him.
6.	The details of toilets, rooms, common area ,car parking, cycle stands, etc in each buildings including the open spaces to be cleaned has been provided in Annexure-4 The list is indicative and the contractors are advised to make the site visit to assess the scope of work in respective zone and understand the requirement of the work and accordingly to suit the requirement of cleaning, sweeping & housekeeping, the required number of manpower, machines, cleaning materials and T&P to be provided so that the cleaning, sweeping & housekeeping works may be finished in all respect before 08.45 AM on each day of the month.
7.	The training of workers is mandatory hence each agency has to submit the training programme conducted on quarterly basis.
8.	The agency has to sign and maintain record of with the OEM of certificate & OEM has to issue the certificate that machines being used are in good running condition.
9.	A video record of deep cleaning of toilets etc has to be maintained by the agency.

TERMS & CONDITIONS

1.0	:	General Conditions of Contract:
1.1	:	The Competent Authority through SE, IWD shall be authorized to give instructions to the Supervisor of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender.
1.2	:	The working generally shall be carried out in accordance with the scope and as per directions of the Competent Authority through SE, IWD of the work.
1.3	:	The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation.
1.4	:	The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority through SE, IWD in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the interpretation by Institute in respect to fall matters shall be final and binding.
1.5	:	The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Competent Authority through SE, IWD and nothing extra shall be paid on this account.
1.6	:	The Agency shall comply with all orders and directions of the local bodies or Municipality, issued in accordance with law, and abide by their rules and regulations and pay all fees and charges, which they may be liable to pay.
1.7	:	The Agency shall transport the garbage/malba/waste only to the locations specified by the Institute and shall not stack garbage building material/malba elsewhere of the Institute land or road or on the land owned by any other. Non-compliance will attract severe penalty.
1.8	:	The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules.
1.9	:	No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises.
1.10	:	The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute.
1.11	:	No assistance of any kind shall be made available by Institute for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
1.12	:	Samples of all materials required for execution of the work shall be got approved from the Superintending Engineer. Materials manufactured by Firms of repute as specified in list shall only be used.
1.13	:	Institute reserves the right to immediately step in and to carry out a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the Agency without resorting to the formalities of issuing notices, etc., for rescinding the contract and the Agency would have no claim for compensation in such cases.

1.14	:	The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Institute business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements) and/or business of the Institute. The obligation is not limited to any Scope and the Agency shall be held responsible in case of breach of the confidentiality of Institute's information.
1.15	:	If the Agency receives enquiries from Press/Media/Radio/Television or other bodies/persons, the same shall be referred by the Agency to Institute immediately on receipt of such queries.
1.16	:	The Agency shall not employ any person below the age of 18 years.
1.17	:	The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority through SE, IWD in writing. The register indicating machines numbers etc. For identification will be prepared on the day of start of work and will be open for inspection by. Competent Authority through SE, IWD.
1.18	:	If any material is not mentioned in tender document, but required at site for O&M work, shall be brought by Agency as per requirement.
1.19	:	The Institute shall not be responsible for any loss of material used by the Agency at site.
2.0	:	DISPUTE: Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996 and its amendments. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
2.1	:	<u>DISPUTE RESOLUTION</u> The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the agency in due course.
2.2	:	Arbitration Clause a) Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator, to be appointment by the Director of the Institute at the time of the dispute. b) If the Arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de- novo. c) It is a term of the Agreement that the party invoking the arbitration shall specify

		<p>all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.</p> <p>d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.</p> <p>e) The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.</p> <p>f) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.</p> <p>g) Except as otherwise provided anywhere in this Agreement, the Arbitration proceedings shall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.</p>
2.3	:	<p>Jurisdiction of Courts</p> <p>The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction to try any as all the disputes(s) between the parties arising out this Agreement.</p>
3.0	:	<p>DISQUALIFICATION:</p> <p>Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified.</p>
3.1	:	No Joint ventures are allowed. Sub-letting is not be allowed.
3.2	:	No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is applicable in this NIT/ Contract.
4.1	:	<p>Payment</p> <p>I. Monthly payment will be paid by IIT Kanpur for the services in accordance with the agreement.</p> <p>II. All payments shall be made monthly & no advance payment will be made.</p> <p>a. The Agency shall submit to Institute monthly bills by or before the 7th day of following month with all supporting documents.</p> <p>b. All taxes and levies as per Central/State laws and rules will be deducted/payable from/on the gross amount of the bill during the contract period.</p> <p>c. Minimum wages rates shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to the Government notification so as to enable the Agency to meet the statutory obligation. NO CP and OH shall be payable to the contractor over the enhancement of wages. Necessary proofs of such actual payment made As a result of Govt. notification of the previous month shall be submitted by the Agency to Competent Authority through SE, IWD following month failing which the bill be kept pending.</p> <p>d. Minimum wages payable to the employees shall be as per Central Govt. notification for minimum wages, or as notified from time to time.</p> <p>e. All tools & equipment's and consumable with the date of purchase/damaged must be recorded in the register with all related bills and should be submitted</p>

		<p>for reference of Institute at the time of verification of bills if required.</p> <ol style="list-style-type: none"> f. The amount shall be claimed along with details of payment made to the staff engaged for the previous months (copy of the Attendance Particulars to be attached) on a reimbursement basis. g. Certificate to the effect that “Conditions as envisaged Government of India Minimum Wages Act and other Statutes on the subject have been complied with.” h. The amount of statutory requirement viz. EPF, EDLI, ESIC and GST will be deposited by the Company/agency separately for their employees deputed at IIT Kanpur. Copies of the challans and ECR towards remittance shall be enclosed. The proof indicating the reference of all the beneficiaries of such remittance to EPF, EDLI & ESIC department and GST would be submitted by the agency along with the bill of next month. In case there is any discrepancy in the remittance, the amount will be deducted from next month’s billing. The first bill after the deployment would be reimbursed in full. i. The agency will ensure that all their staff deployed by them should possess a bank account and their salaries are remitted to their account. j. Income Tax will be recoverable from the Contractor’s monthly bill as per the rules. k. That the contractor shall keep the IITK indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed to contest the case, IITK will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IITK on demand. Further, the contractor shall ensure that no financial or Any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect. EPF, EDLI & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer’s share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF, EDLI & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed. <p>The current minimum wages issued by the Central Govt. will be Quoted at the time of Tender / Bid submission.</p>
4.2	:	<p>The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel. Each monthly bill must accompany:</p> <ol style="list-style-type: none"> a. List of employees with daily log sheet of manpower engaged by the agency during the month. b. The amount of wages (The Agency shall ensure that minimum wages are paid to all the employees with all the benefits (such as EPF, EDLI & ESIC etc.) c. Copies of authenticated documents of payments of such contributions to EPF,

		EDLI /ESIC & attendance of all workers as per face screening biometric machines. d. The Agency shall also prepare a register indicating all payments/dues in respect of all the employees.
5.0	:	Labour Requirements: The employees of Agency/Contractor shall be of good character and of health and shall not be below age 18 years and no worker will be allowed to stay in the Institute campus. The contractor should not engage manpower who attained the age of 58 years and above.
5.1		All employees of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Contractor at their own cost. The ID Cards will be issued by the Agency/Contractor. These will be countersigned by the IIT Kanpur Security Officer.
5.2		The Agency/Contractor will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Contractor. Agency/ Contractor shall Maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
5.3		The Agency shall provide minimum of two sets each of summer and winter uniform (complete) to its personnel at its own cost.
5.4		The Agency/ Firm will provide Name Address, Telephone No. & Photographs of its employees along with address proof, posted at IITK to Works Department for records.
5.5		The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
5.6		IIT Kanpur is a 'No SMOKING ZONE' The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus. Any violation will be treated as per existing rules of IIT Kanpur.
5.7		The Agency shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Institute shall own no liability and obligation in this regard.
6.0	:	OPERATIONAL REQUIREMENTS: The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.

6.1	The employee of the agency contactor shall be bound to perform the assigned jobs by the Engineer-in-charge even though the same may not have been included in the Schedule of Services.
6.2	The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / Observation record there on shall be attended to immediately.
6.3	In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD.
6.4	The Agency/ Firm shall give the services on all days of the month including gazette holidays i.e. round the period of contract as work specified in NIT. There will be no separate payment for three National Holidays i.e., Republic Day, Independence Day and Gandhi Jayanti and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm.
6.5	None of the employees of the Agency/ Firm shall enter into any kind of private work at the different campuses of the Institute during working hrs.
7.0	Legal Requirements: The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.
7.1	The contractor shall also obtain a valid license under the said Act before the commencement of the work and continue to have a valid license until its completion.
7.2	The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
7.3	The contractor will also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.
7.4	In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, without prejudice to the rights of the Government under sub- section(2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. The government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

7.5	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers, Institute will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.</p>
7.6	<p>Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Superintending Engineer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due Payment of Wages.</p>
7.7	<p>The Superintending Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p>
8.0	<p>Legal obligations:</p> <p>The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws lay down by the local bodies and any other statutory bodies shall be adhered to, by the Agency/ Firm, during the execution of work.</p>
8.1	<p>Agency/Contractor shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, Welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Contractor, and it shall not involve the Institute in any way whatsoever.</p>

8.2	That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor the Agency/ Firm workers shall have no right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Contractor and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
8.3	The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract.
8.4	Agency/Contractor will apply to the Labour Commissioner for obtaining a Labour License as applicable and nothing extra shall be paid, to Agency by IIT Kanpur. Agency/Contractor will submit a copy of license to SE, IWD of IIT Kanpur.
8.5	Agency/Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
8.6	Agency/Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938 ; the workmen compensation Act, 1932 ; Industrial Disputes Act, 1947; Maternity Benefit Act 1961, or any modification thereof or any other law relating thereto and rules made hereunder from time. Client will not own any responsibility in this regard.
8.7	: The Agency awarded the work shall comply with all applicable laws, Ordinance, Rules & Regulations prescribed in Contract Lab or (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI Act, 1948, Payment of Wages Act, 1936 Workmen Compensation Act, 1923, Employees liability Act 1978, Industrial Dispute Act 1947, Maturity benefit Act 196, Shops and Establishment Act and all other applicable labour laws in respect of this contract and shall pay at its own cost all charges and levies and deposits in connection there with and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employee Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, amended from time to time and rules framed here under and other labour laws affecting contract labour that may be brought in to force from time to time. The institute will not responsible in the regard.

8.8	:	The Agency shall take, at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the aforementioned services to be rendered to Institute and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall not be cancelled till the Competent Authority through SE, IWD permits and agrees to it. The Agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act/law which the Agency is bound to follow.
8.9	:	The Institute shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove any personnel with prior intimation to the Institute, emergencies, exempted.
9.0	:	The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will <u>at all times</u> remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including <u>but not limited to their</u> salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract
9.1		It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute. Agency shall hold valid labour license during the contract period.
9.2	:	The Agency shall issue identity cards/identification documents to all its employees who will be instructed by the Agency to display the same.
10.0	:	RATES: The rates quoted by the tenderer, shall be firm and inclusive of all taxes (inclusive 18% GST as applicable), duties, levies, etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing and commissioning etc. at site including temporary construction of storage, risks overhead charges, general liabilities/ obligations.
10.1		A bidder submitting a tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquires will be entertained in respect of acceptance or rejection of the tender.
10.2		The quoted rates by the bidder shall be considered as inclusive of GST, employer share of EPF, EDLI and ESIC and other statutory charge, if any.
10.3		The rates quoted by the Agency / Firm shall be taken as net and nothing extra be paid on any account i.e. Royalty, Cartage, Sales Tax & stacking of material required at places etc.
11.0	:	SUBCONTRACT: The Agency shall not Sub-contract, Sub-let, transfer or assign the contractor any other part thereof. In the event of the agency contravening this condition, Institute shall be titled to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or

		damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.
12.0	:	PENALTY: In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
12.1		If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Competent Authority through SE, IWD of the Institute on any part of the said campus, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the Competent Authority through SE, IWD and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Competent Authority through SE, IWD shall be final and binding of the Agency/ Firm.
13.0	:	Indemnification: The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency.
14.0		Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the' other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.
15.0		CLEANING MACHINES, EQUIPMENTS & CEHMICALS I. The agency must deploy brand new machines before the start of work. The repair and maintenance of machinery and equipment shall be the sole responsibility of the agency.

		<p>II. All cleaning material used for the work should be environmentally friendly and follow all the mandatory International & National standards for chemicals. The Institute may increase or decrease the quantity of consumable required for housekeeping work based on the balance quantity of consumables supplied by the agency.</p>
16.0	:	<p>Code of conduct:</p> <p>The Agency shall strictly observe that its personnel:</p> <ol style="list-style-type: none"> a. Are always neatly dressed in uniforms. b. Are punctual and arrive at least 15 minutes before start of duty time. c. Take charge of duties properly and thoroughly and be vigilant all the time. d. Perform their duties with honesty and sincerity. e. Read and understand their post and site instructions and follow the same. f. Extend respect to all Officers and staff of the office of the Client. g. Shall not drink on duty or come drunk and report for duty. h. Will not gossip while on duty. i. Must not be found sleeping while on duty. j. Will immediately report if any untoward incident/misconduct occurs, to the control room of the Agency and Institute security. k. Get themselves checked by security personnel whenever they go outside the Institute campus.
17.0	:	<p>TERMINATION OF CONTRACT:</p> <p>The duration of the contact shall be one year further extendable up to Two years ON YEARLY BASIS ON SATISFACTORY PERFORMANCE and can be terminated even earlier by giving notice in writing on account of any of the following reasons:-</p> <ol style="list-style-type: none"> a. On account unsatisfactory performance b. Breach of contract clauses c. Persistently neglect to carry out his obligations under the contract
17.1	:	<p>When the Agency/Contractor has made himself liable for action under any of the cases aforesaid, the Superintending Engineer on behalf of BOG, IIT Kanpur shall determine the contract as aforesaid (of which termination notice in writing to the Agency/ Firm under the hand of the Competent Authority through SE, IWD shall be conclusive evidence) upon such determination, the Security Deposit & PBG shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Kanpur. In the event of above courses being adopted by Superintending Engineer, the Agency/ Firm shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.</p>

18.0	:	FAILURE TO COMPNY The Agency/ Firm shall in no case pay his employees less than the minimum mandatory rates of wages per day / month. The payment should be made through RTGS or by cheque in the presence of authorized Institute representative and a record of that should be kept in a Register which may be examined by the Institute at any time. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk and cost of the Agency/ Firms. The Agency/Firm shall make payments to his employees with details on pay slips Which should be given to his employees at the time of payment and copy of the pay slip to be submitted to IIT Kanpur every month for records.
19.0		Other Conditions:
19.1	:	What the Institute will provide to the agency: Once the contract is awarded, the Institute will provide the following to the agency: a. Space(as available)for setting up of a control room/and storage of consumables b. Internal EPABX line to be used as a helpline for O&M services
19.2	:	Agency/Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Firm, and it shall not involve the Institute in anyway whatsoever.
19.3	:	Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
19.4	:	In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
19.5	:	That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor shall the Agency/ Firm workers have right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Firm and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
19.6	:	TheAgency/Firm/Agency/Firmshallnotappointsub-Agency/Firmtocarryout any obligation under the contract.

19.7	:	The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of Mechanized cleaning work of the campus from the Competent Authority through SE, IWD.
19.8	:	Wages to be paid to the workers shall not be less than the Minimum Daily Wages notified / fixed by Labour Department of Central Govt. from time to time under any circumstances.
19.9	:	The Institute can increase and decrease the scope of the contract in case there is an increase or a decrease in area to be maintained, and also depending on change in functioning of Institute facilities with prior notice of 30 days. The increase/decrease in the scope of the contract would accordingly affect the billing on pro-rata basis.
19.10	:	Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative.
19.11	:	Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/Firm or its deployed staff from the Institute for such items.
19.12	:	All staff to employ by the Agency/ Firm will be deployed in consultation with the Competent Authority through SE, IWD or his representative before their deployment for the above job for security clearance etc.
19.13	:	Deviation can occur on excess side after prior approval of Competent Authority through SE, IWD only if additional area is added in existing scope of work. Negative deviation is permissible as per directions of Competent Authority through SE, IWD. If the Competent Authority through SE, IWD approves reduction in manpower, material no recovery shall be made from contractor for this.
19.14	:	Scrutiny/evaluation of the technical-cum-commercial bid shall be done by the committee. In case, it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications/requirements and/or contains too many deviations, the committee reserves the right to reject the technical bid of such firms(s) without making any reference to the tenderer(s).
19.15	:	Necessary clarifications required by the committee shall have to be furnished by the tenderer within the time given by the committee for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department/institute as and when so desired. In case, in the opinion of the committee a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
19.16	:	The committee reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.

20.0	:	<p>TERMS OF PAYMENTS</p> <p>Monthly Account Payment shall be processed only after submission of document of payment of wages to the workers and submission of contribution receipts of EPF, EDLI & ESI of workers as applicable. Bidder should note that necessary documents (PAN card, Cancelled cheque, GST Reg. proof and RTGS mandate form as per prescribed proforma of IIT Kanpur) be submitted as soon as the work is awarded to them. Separate Contractor’s Code shall be generated in IIT Kanpur if the bidder is a new contractor to IIT Kanpur (‘Code’ is perpetual in nature). Payment shall be processed after submission of Invoice and necessary documents / certificates (as mentioned in the NIT). There is a prevailing practice of pre- audit of alternate bills at IIT Kanpur before releasing payment. Bidder shall have to comply all necessary documents as outlined in the Contract as to be desired by the Auditor and or by the accountant. It may take one month in the whole process (from submission / acceptance of bill in CMB / MB by the contractor up to processing by Accounts section) to release payment subject to quick compliance of all submittals by the contractor. Applicable Taxes shall be got deducted from the bill as per prevailing orders of the Government. ‘GST part of the bill’ shall be released after submission of proof of payment of GST, i.e., B2Bchallan, etc. by the contractor.</p>
20.1	:	<p>Institute has a policy against sexual harassment and is committed to providing an environment free from sexual harassment of women at the workplace. Contractor shall have to abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.</p>
20.2	:	<p>That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority through SE, IWD in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute.</p>

Special Terms and Conditions of contract

1. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.

In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.

2. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
3. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute.
4. The Agency/ Firm shall be responsible for all injury and accident to persons employed by him while on duty. It is mandatory that all employees are covered under an insurance cover.
5. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Office.
6. The Agency/ Firm will provide Name Address, Telephone No., Proof of identity and address & Photographs of its employees posted at IITK to Works Department for records.
7. The Agency/ Firm shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

8. The Agency/ Firm will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Firm. Agency/Firm shall maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
9. In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD.
10. The Agency/ Firm shall not appoint sub-Agency/ Firm to carry out any obligation under the contract.
11. The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
12. If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Competent Authority through SE, IWD of the Institute on any part of the said campus, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the Competent Authority through SE, IWD and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Competent Authority through SE, IWD shall be final and binding of the Agency/ Firm.
13. The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to Competent Authority through SE, IWD.
14. The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / Observation record there on shall be attended to immediately.
15. The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of all services within the scope of contract at the mentioned areas of campus of the Indian Institute of Technology Kanpur from the Competent Authority through SE, IWD.
16. Minimum wages shall be paid by the Agency/ Firm at the rate fixed by Central Government. Arrears, if due as a result of increase in minimum wages would be reimbursed to the Agency/ Firm on submission of proof of actual payment to the worker as per hand receipt. In case of half Yearly increase in Minimum wages /VDA by the Central Government as per minimum wages act, the Agency/ Firm will submit copy of gazette notification to the Institute and the same will be considered for payment.
17. All employees should be assigned in various halls in different days or week and not in a particular wing to building or a hall to increase overall productivity.
18. Whenever a new building opens up, a set of team from the existing group to be transferred for the task and do the recruiting in a slow manner as and when required as per the norms accepted by the institute
19. The Agency/ Firm shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by Central Government from time as per minimum wages act and wages. The payment should be made through RTGS and a record of that should be kept in a Register which may be examined by the Institute at any time. In case the Agency/ Firm fails to

make timely payments to its employees or at the minimum rates, the Institute shall pay the employees of the Agency/ Firm directly and suitable deductions shall be made from the amount to be paid to the Agency/ Firms. The Agency/ Firm shall make payments to his employees with details on pay slips which should be given to his employees at the time of payment and copy of the PAYSLIPS to be submitted to IIT Kanpur every month for records.

20. The employees of Agency/ Firm shall be bound to perform the assigned jobs by IIT Kanpur even though the same may not have been included in the Schedule of Services.
21. To ensure proper up keeping of all the specified area for academic area all over the campus, the Competent Authority through SE, IWD may ask the facilities in-charge or any such representative to coordinate with each Deptt. / Centre Unit in charge as the case may be.
22. The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
23. The Institute can increase or decrease the manpower requirement in case there is a further increase or decrease in area or if there is any change in the functionality of the area to be maintained. The increase/ decrease in manpower would accordingly affect the billing on pro-rata basis.
24. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
25. **A Separate challan must be submitted for the payments of EPF, EDLI & ESI of its employees deployed only at the Institute for the specific work agreement.**
26. Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative.
27. The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.
28. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in IIT Kanpur campus and nothing shall be paid on this account.
29. For EPF/EDLI/ESI/GST shall be reimbursed, if applicable, only on the production of documentary proof of payment to the concerned authorities/ departments for the particular project.
30. The Agency/ Firm shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws lay down by the local bodies and any other statutory bodies shall be adhered to, by the Agency/ Firm, during the execution of work.
31. Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed

by the Agency/ Firm or its deployed staff from the Client for such items.

- 32.** The Agency/ Firm must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Clients office. The Agency/ Firm should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client/Agency/ Firm must employ adult and skilled personnel only.
- 33.** Employment of child labour shall lead to the termination of the contract at the risk and cost of the Agency/ Firm. Agency/ Firm shall deploy/ engage reliable persons at client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities Agency/ Firm shall intimate the details like name, age parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 34.** Agency/ Firm staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Agency/ Firm shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Agency/ Firm shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract. Register of EPF, EDLI & ESIC deposit of every worker shall have to be maintained by the contractor with due signature of every worker.
- 35.** Tenderer should not have conflict of interest. The tenderer found to have conflict interest shall be disqualified.
- 36.** No Rebate on account of small-scale industries or any other ground or on any other ground or documents shall be granted in this SPC/ Tender
- 37.** Negative deviation is permissible as per directions of Competent Authority through SE, IWD.
- 38.** Training of the workers of the site as per Skill India program under National Skill Development Corporation, (NSDC norms and conditions) are to be provided.
- 39.** Deviation up to 1.5 times of contract amount per annum may be approved by Competent Authority with recorded reasons and take suitable corrective action.
- 40.** If the Bidder(s) does not submit the signed copy of the IP with the Technical Bid documents, the Bid will not be considered for evaluation.
- 41.** The agency should take an insurance policy for the deployed manpower drawing more than Rs. 21,000.00 per month, or the employee should submit the consent for not taking an insurance policy. The expenses incurred for the policy will not be reimbursed by the institute.
- 42.** If two or more bidders quote the same service charges in their financial bid, the Institute may consider the bidder (maximum) with higher turnover.
- 43.** The EMD of the unsuccessful bidders shall be refunded within a month without any interest after the written acceptance of tender by the successful bidder is received.
- 44.** Criteria of prior experience and turnover for the Startups (whether Micro & Small Enterprises or otherwise) will

not be relaxed in this procurement.

- 45.** The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate are stipulated, without assigning any reason thereof.
- 46.** The bidders are advised to attend the Pre-Bid meeting as per the schedule. Bidders are also advised to visit and examine the campus and its surroundings and obtain first-hand information for themselves, on his own responsibility, all information that may be necessary for preparing their Technical Bid and the Financial Bid. The cost of visiting the site shall be at the bidder's own expense.
- 47.** The bidder is advised to attach any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for, Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify that whether he is signing in the capacity of a sole proprietor of the agency/firm or constituted attorney of sole proprietor OR a partner of the agency/firm agency in which case, he must have the authority to represent the agency/firm agency for arbitration of disputes concerning the business of the partnership agency/firm agency either by virtue of the partnership deed or power of attorney, OR Constituted attorney of the sanitation agency. In case of above this, a copy of the partnership deed or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
- 48.** In case of partnership agency/firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and every partner of the agency/firm should sign all other related documents.
- 49.** A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the- cancellation of the contract including any loss which the Institute may have incurred on account of execution of contract / intended contract.
- 50.** The tender document shall not be opened if the EMD is not furnished in hard copy before the date of opening of technical bid.

Pre-Contract Integrity Pact
(Applicable for all tenders of the value above Rs.1 Crore)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__.

BY AND BETWEEN

The Indian Institute of Technology Kanpur represented through "**The Registrar**", having its office located at G.T. Road, Kalyanpur, Kanpur, Uttar Pradesh – 208016 (hereinafter called the "**BUYER**", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the **First Party**;

AND

M/s _____ a
company incorporated under the Companies Act, 2013 through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated _____ passed by the Board of Directors, having its registered office at _____

(hereinafter referred to as "**The Bidder(s)/Contractor(s)**") which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Party**;

WHEREAS, the Institute/Buyer has floated the Tender bearing No. 03/Civil/D2/2026-27 _____ (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organization procedures, contract(s) for Mechanized and manual cleaning of all toilets and common connecting corridors, offices, rooms, halls, common areas, outdoor infrastructure etc. within the premises of Halls in Zone-5. _____ (Name of the work/goods/ services). The Institution values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS, the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate and has been established under the provisions of the Institutes of Technology Act, 1961.

AND WHEREAS, in order to achieve these goals, in consultation with the CVC, the Govt. of India, Ministry of Education has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1: Commitments of the BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the BUYER, personally or through family members, shall in connection with the tender for, or the execution of a 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 BUYER shall treat all Bidder(s) with equity and reason during the tender process. The BUYER shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - (c) The BUYER shall exclude from the process all known persons having conflict of interest.
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BUYER shall inform the Chief Vigilance Officer, IIT Kanpur and in addition shall initiate disciplinary proceedings.

Section 2: Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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- (b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- (c) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign entity or associates, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only.
- (d) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- (e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- (f) The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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- (j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- (m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Section 3: Disqualification from tender process and exclusion from future contracts:

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Institute/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealing".
2. Any violation of Integrity Pact would entail disqualification of the bidder(s) and exclusion from future business dealings, as per the existing provisions of GFR-2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4: Compensation for Damages:

1. If the Institute/Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Institute/Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Institute/Buyer has terminated the contract according to Section 3, or if the Institute/Buyer is entitled to terminate the contract according to Section 3, the Institute/Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. THE BIDDER(S) to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgressions, for the purpose of disclosure by the BIDDER(s) in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders

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shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the BIDDERS.

2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6: Equal Treatment of all Bidders/Contractors/Sub-Contractors:

1. In the case of sub-contracting, the principal/main Contractor shall take the responsibilities of adoption of the Integrity Pact by the Sub-contractor.
2. The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal Charges against violating Bidder(s)/Contractor(s)/Sub-Contractors:

1. If the Buyer obtains knowledge of the conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Institute/Buyer has substantive suspicion in this regard, the Institute/Buyer will inform the same to the Chief Vigilance Officer, IIT Kanpur.

Section 8: Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection

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with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Institute for a minimum period of two years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 9.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Section 9: Fall Clause

1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub-systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

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Section 10: Independent Monitors

1. The IEMs have been appointed by the Ministry of Education in consultation with the Central Vigilance Commission. The details of the IEMs are as follows:
 - (a) Mr. Ranvir Singh, IEM1@iitk.ac.in
 - (b) Mr. P.V.V. Satyanarayana, IEM2@iitk.ac.in
2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
3. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. A person signing the IP Pact shall not approach the Court while representing the matter to IEMs and shall await the decision in the matter.
10. The IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the Ministry. The IEM would review independently and objectively whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the Bidder(s).
11. Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representatives related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid

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evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

12. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on the records.
13. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

The fees/expenses on dispute resolution shall be equally shared by both parties.
14. If the Monitor has reported to the Management of the BUYER a substantiated suspicion of an offense under the relevant IPC/ PC Act, the Management of the BUYER will take action after examination of the veracity of the intent of the action.
15. The word "**Monitor**" would include both singular and plural.

Section 11: Facilitation of Investigation

1. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12: Law and Place of Jurisdiction

1. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER i.e., Kanpur Nagar.

Section 13: Other Provisions

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.



3. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
4. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
5. This Integrity Pact is deemed as part of the contract.

Section 14: Validity

1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including the warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement with their original intentions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this Integrity Pact as of the date/month/year first above written in the presence of following witnesses:

For & on behalf of
The Indian Institute of Technology Kanpur
(First Party)
 Signed, Sealed and delivered by

Vishwa
 Name: **Vishwa Ranjan**
 Designation: **Registrar**
 Address: **IIT Kanpur**
 (Authorized Signatory)
 विश्व रंजन / Vishwa Ranjan
 कुलसचिव / Registrar
 भारतीय प्रौद्योगिकी संस्थान कानपुर
 INDIAN INSTITUTE OF TECHNOLOGY KANPUR
 कानपुर - 208 016 (उ.प्र.) भारत
 KANPUR - 208 016 (U.P.) INDIA

For & on behalf of
The M/s
(Second Party)
 Signed, Sealed and delivered by

Name:
 Designation:
 Address:
 (Authorized Signatory vide resolution dated passed by the Board of Directors)

In the presence of Witness:

- | | |
|-------------------|---------|
| 1.(Indenter) | 1. |
| 2. | 2. |

Vishwa