

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
NOTICE INVITING E-TENDER

The Superintending Engineer, IWD on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online item rate **bid** from Eligible Bidders for the given work as per details given below: -

1	Name of work	:	Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur
2	Approximate Cost of work	:	Rs. 1,17,73,091/- (for One year including GST)
3	Earnest Money Deposit (Rs.)	:	Rs. 2,35,462/-
4	Duration of the Contract	:	One Year (Extendable on yearly basis up to a period of two more 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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SCHEDULE

1	Notice Inviting Tender No.	:	45/Civil/D3/2025-26
2	Name of Work	:	Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur
3	Estimated Cost	:	Rs. 1,17,73,091/-
4	Earnest Money	:	Rs. 2,35,462/-
7	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
8	Tender / Quotation category (services / goods / works)	:	Work
9	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Work
10	Form of contract (CPWD – 7/8)	:	CPWD– 8
11	Work Category (civil / electrical / fleet management / computer systems)	:	Civil
12	Is multi-currency allowed?	:	No
13	Date of publishing / issue / start	:	As per CPP Portal
14	Document download start date	:	As per CPP Portal
15	Document download end date	:	As per CPP Portal
16	Date & time of pre-bid meeting	:	As per CPP Portal
17	Venue of pre-bid meeting	:	Office of Superintending Engineer, IWD, IIT Kanpur
18	Last date & time of uploading of bids	:	As per CPP Portal
19	Date & time of opening of Technical bids	:	As per CPP Portal
20	Bid Validity Days	:	90 days after opening of Financial Bid
21	Earnest Money Deposit (EMD)	:	Rs. 2,35,462/-
22	No. of bids / covers (1 / 2 / 3 / 4)	:	2
23	Address for communication	:	Office of Superintending Engineer, IWD, IIT Kanpur (U.P.) Pin- 208016
24	Contact No.	:	0512-2597604

25	e-mail address	:	seiwd@iitk.ac.in
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Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids have to be submitted online in electronic form on www.eprocure.gov.in/eprocure/app only. **No physical bids will be accepted.**)

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-III, 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.
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.
2. 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.

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

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 item rate bids under two bid system for “Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur” From eligible and experienced agencies having the experience of similar type of work. Estimated cost of Rs. 1,17,73,091/- for a period of 01 Year, extendable on yearly basis up to a period of 02 more years based on performance.
1.2	:	The selected agency will have to enter into a Least Cost Selection as well as an 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 and Financial bid will be opened by the committee constituted by IIT Kanpur as per schedule.
2.3	:	The evaluation of technical and financial bids will be initiated only for those bidders, who qualify eligibility criteria.
2.4	:	The MSME/Startups are allowed to participate in the tendering on submission of required certificate 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 requirements of tender document. Presentation and documentation 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
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 eligibility criteria/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.
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.

3.0	ELIGIBLE BIDDERS	:	Bidders are expected to meet the minimum qualifying criteria for evaluation of technical and financial bid. Bidders failing to meet this criterion due to non-submission of required documents supporting the eligibility criteria are liable to be rejected without notice. Eligible bidders should satisfy the following criteria:
3.1	Average annual financial turn over	:	Rs. 35.32 Lacs 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. The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2025, duly audited, and certified by the Chartered Accountant. Solvency Certificate- 40% of the estimated cost put to tender OR Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN
3.2	Office	:	Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work.
3.3	Experience	:	(Firms/Contractors must have completed satisfactorily) i) One similar work of 80% value of the estimated cost put to tender Or ii) Two similar work of 60% value of the estimated cost put to tender Or iii) Three similar work of 40% value of the estimated cost put to tender Works completed during last 7 years ending last day of the month previous to the one in which applications are invited. And One completed work of similar nature costing not less than the amount equal to 40% of the estimated cost put

			to tender with Central Government Department / Central Autonomous Body / Central Public Sector Undertakings.
3.4	Definition of similar work	:	<p>Similar type of work means:</p> <p>i) Round the clock operation & maintenance services of Sump wells/Tube wells/ STPs and Infrastructural repairing & maintenance of water supply & sewage disposal service network i/c repairing of pumps & motors for wastewater/freshwater management related works of an Institutional campus in last 7 years.</p> <p>The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from date of completion to last date of submission of tender from last 7 financial years.</p>
3.5	Bidding Capacity	:	<p>Proforma for submission of Details of Eligible Similar Nature of Works Completed* during the Last Seven Years ending previous day of the last date of submission of tenders (Scanned copy of the Performance Reports to be uploaded) The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula: Bidding Capacity = $[A \times N \times 1.5] - B$, where A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7%, N = Number of years prescribed for completion of work for which bids has been invited. B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.</p>
3.6	Integrity pact	:	<p>The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids.</p>
3.7	Legal	:	<p>Unregistered Partnership Firm and Joint Venture or Consortium are not eligible and Form E to be submitted by Partnership firm.</p>

3.8	Registration	:	Bidder should be registered with the Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation & GST.
3.9	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.”
3.10	ESI & EPF Registration	:	To be submitted
3.11	Back to Back Undertaking [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. Any deviation will lead to rejection of bid Without further notice]	:	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 after award of work, the EIC shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)
3.12	Forms & Annexures	:	To be submitted with bid as desired
3.13	Note	:	Bidders who do not fulfill any of the criteria mentioned at Sl. No. 3 or fail to submit documents complete in all respects, shall not be considered for technical evaluation.
4.0	PRE-BID MEETING	:	Date & time of pre-bid meeting As per CPP Portal in the Office of Superintending Engineer, IWD, IIT Kanpur. Any doubts/ queries of the potential bidders will be addressed during the meeting.

5.0	BID OPENING AND EVALUATION	The Institutes shall follow the Least Cost Selection Method for selecting the successful bidder. The technical bids must be complete in all respects and should cover the entire scope of work as detailed in tender documents
6.0	Site Visit	The bidders are advised to visit the plants and the campus to understand the work and condition of the plants and quote the rate accordingly. No excuse regarding any issue shall be entertained after award of work.

NOTE: 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.

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.

7	TECHNICAL BID EVALUATION	
7.1	Technical bids received complete in all respects covering the entire scope of work, will only be opened.	
7.2	The technical bid evaluation is done only for bidders who satisfy the minimum criteria by submitting documentary proof supporting eligibility criteria and the bids of agencies who have not submitted these documents are liable to be rejected without notice.	
7.3	Marking scheme: Maximum marks:100 , Bidders obtaining more than or equal to 60% marks in total and 50 % marks in each of the criteria will be considered technically qualified.	
I.	Completion certificate for Similar works within the span of last seven years	: MAX MARKS: 40
(a)	One similar work of 80% value / Two similar works of 60% value / Three similar works of 40% value of the estimated cost put to tender.	: 24 Marks
(b)	Two similar works of 80% value / Four similar works of 60% value/ Six similar works of 40% value of the estimated cost put to tender. (In between prorated basis)	: 40 Marks
II.	Average turnover in crore of the organization in last three Financial years	: MAX MARKS: 20
(a)	Turnover more than or equal to 100%	: 12 Marks
(b)	Turnover more than 200% (In between prorated basis)	: 20Marks
III.	Performance Report	: MAX MARKS: 40
(a)	Outstanding	: 40 Marks
(b)	Very Good	: 32 Marks
(c)	Good/ satisfactory	: 24 Marks
8	Evaluation of Financial Bid:	
8.1	Only the bidders securing minimum of 60 marks out of 100 marks in technical evaluation qualifies for subsequent opening of financial bid	
8.2	Bidder with lowest financial bid shall be awarded the work	
9	TERMS FOR AWARD OF CONTRACT	
9.1	PG	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.
9.2	Amount of PBG & time frame	The Performance Guarantee will have to be furnished within 7days of receipt of "Letter of Offer "for an amount of 5% of the contract value in the form of an, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favor of "The Director, Indian Institute of Technology, Kanpur.
9.3	Validity	The Performance Guarantee shall remain valid for a period of years 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 up to the extendable period.

9.4	LCS	The successful bidder has to enter in to a LCS (Least Cost Selection System) agreement with institute	
9.5	Integrity pact	The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. The successful bidder has to submit the Integrity pact on Non judicial stamp paper of Rs, 100/- with duly signed in hard copy before award of the work.	
9.6	Failure to submit PG	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

To
The Superintending Engineer,
IWD, IIT, Kanpur- 208016

Name of Work: Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur.

Dear Sir/Madam

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms 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 eligible completed works:

Sl. No.	Name of work	Amount	Certificate issued by
1			
2			
3			

CERTIFICATE

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancelation of enlistment in case any information furnished by me/us found to be incorrect.

Signature(s) of Bidder with seal

Enclosures:

Date:

FORM 'A'

FINANCIAL INFORMATION

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

Financial years	2020-21	2021-22	2022-23	2023-24	2024-25

- (i) Gross Annual turnover on works.
- (ii) Profit/Loss.

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, 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. Banker’s 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 -B1

Net Worth Certificate by certified 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)

This is to certify that as per the audited Balance Sheet and Profit & Loss statement of the account during the financial year, the net worth of M/s./Sh.....(Name & Registered Address of individual/firm/company) as on 31.3.2025 is Rs..... (Rupees.....) after considering all liabilities. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on 31.3.2025.

.....
(Signature of the Chartered Accountant)

.....
(Name of the Chartered Accountant)

.....
(Membership No. of ICAI)

.....
(Date & Seal)

FORM 'C'

Details of Similar Nature of Works Completed, project under execution and Bidding capacity

Proforma for submission of Details of Eligible Similar Nature of Works Completed* during the Last Seven Years ending previous day of the last date of submission of tenders (Scanned copy of the Performance Reports to be uploaded)

The bidding capacity of the contractor should be equal to, or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula: $Bidding\ Capacity = [A \times N \times 1.5] - B$, where

A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7%.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

The contractor needs to submit the supporting documents for calculation of A & B as above. For calculation of B, information is to be supplied in the following tabular format:

Table B- Projects under execution or awarded.

Sr. No	Name of work / project and location	Owners or sponsoring organization	Const of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto dated percentage progress of work	Slow progress if any, and reasons thereof	Name and address / tele- phone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of work is complete and no work has been left out and that the information given is

correct to my knowledge.

Table B1- Similar Nature of work completed

Sr. No	Name of work / project and location	Owner s or sponso ring organ ization	Const of work in crores of ru pees	Date of comme nce ment as per con tract	Stipulat ed date of complet ion	Actual date of complet ion	Litigatio n/ arbitrati on cases pending /in Progress with details*	Name and address / tele- phone number of officers to whom reference may be made	Whethe r 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.

Signature of bidder(s) with seal

Dated:

of Bidder(s)

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 Behaviour 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. Email address for Communication:
4. 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:
5. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization / Place of registration Registration No.

- 1.
- 2.
- 3.
6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization
8. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
9. Any other information considered necessary but not included above.

Signature of bidder

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)

DECLARATION

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.	Name of the firm / organization	:	
2.	Type of the firm / organization: Public Ltd, / Private Ltd./ Registered firm	:	
3	Registered office	:	
4	Address of office	:	
5	Contract people	:	
6	Name & designation	:	
7	Land line & mobile no.	:	
8	Email	:	
9	PAN No.	:	
10	GST No.	:	
11	EPF Registration No.	:	
12	ESI Registration No.	:	
13	EMD/FDR/DD No. & Date.	:	
14	Registration details with the Govt. Department (CPWD, BSNL, MES, UPPWD, Central PSUs)	:	
15	Validity of the registration with the Govt. department	:	
16	Tendering limit as per the registration department	:	
17	Has the applicant ever been required to suspend any project for a period of	:	If so, give the name of the project and reasons of suspension of project

	more than six months continuously after Commencement of work?		
18	Has the applicant ever been convicted by a court of law?	:	YES / NO, If yes give details of the case
19	Details of any litigation in which the applicant is / was involved.	:	
20	All forms submitted as desired in the bid	:	Yes / No
21	Undertaking regarding no 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 of Bidder(s) with seal

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 (for reference only)

Name of Work: “Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur”.

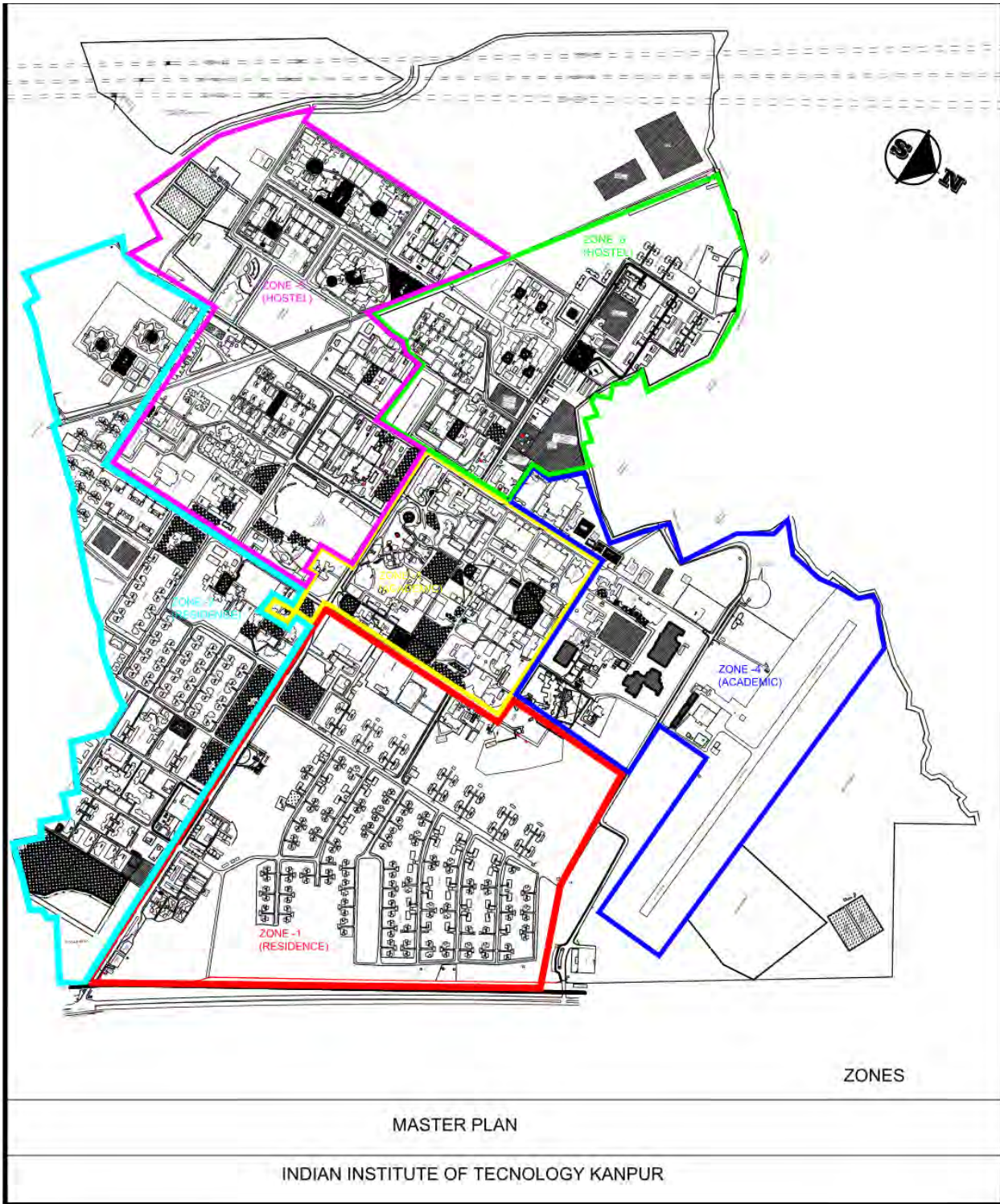
Sl. No.	Item Description	Quantity	Units	Rate	TOTAL AMOUNT in Rs.
<u>Part ‘A’</u>					
1	Operation, Repairing & maintenance				
1.01	Round the clock operation of Sump wells, Sewage & Effluent Treatment Plants situated at various places in the campus i/c cleaning of choked drains & manholes and Infrastructural repairing & maintenance of wastewater network of entire campus.	12	Per month		
1.02	Comprehensive repairing & maintenance of all pumps & motors installed for wastewater management at IIT Kanpur as follows:	12	Per month		
	a) Repairing & maintenance of pumps and Motors of sump wells i/c all spares & consumables, dismantling and reassembling etc. all complete to maintain the pumps in running condition all the time.				
	b) Repairing & maintenance of sewage treatment plants situated at various locations and ETP Near health centre i/c all spares & consumables, dismantling, reassembling etc. all complete to maintain the plant in running condition all the time.				
	c) Repairing & maintenance of dewatering pumps, trolley pumps and diesel pumping sets i/c all spares & consumables, dismantling and reassembling etc. all complete to maintain the pumps in running condition all the time.				
	d) All required T&P for repair and maintenance works.				
		Total Part ‘A’			
<u>Part ‘B’</u>					
2	Supply of Material				
2.01	Bleaching Powder	13872	Kg/		
		Total Part ‘B’			
		Total Part ‘A’+ ‘B’			

Note:

1. The services shall be maintained on all 365 days i/c Sundays, Gazetted & National holidays.
2. The EPF @ 12%, EDLI @ 0.5 % & ESI @ 3.25 shall be reimbursed on actual basis.
3. The rates shall be inclusive of GST
4. If the quoted rate of item no. 1.01 is found less than the current approved minimum wages issue by central labour commissioner +3.85%, the tender shall summarily be rejected.
5. The Bleaching powder shall be paid based on the actual quantity brought to site in respective months.
6. The contractor must deploy the following manpower per day. The required no. of relievers shall be engaged by the contractor to provide a weekly off to every worker on rotation basis and to maintain the following required no. of workers per day.

S. No.	Category	Nos.
1	Skilled Workers	05
2	Un-Skilled Workers	23

ANNEXURE -4
Master plan showing IITK Campus



SCOPE OF WORK

Name of work: “Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur”.,

Scope of work:

The contract is for Annual operation & maintenance of Sump wells, Dewatering/sump Pumps, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur i/c all spares & consumables etc. complete.

A. Round the clock O&M of Sump wells, Dewatering/sump Pumps, Sewage Treatment Plants & Effluent Treatment Plant etc. (For Wastewater management)

1.0 The work includes the following operations:

- i) The work shall be carried out on 24x7 on all days as per the requirements.
- ii) Operation and maintenance of Sump wells, dewatering pumps, ETP & STPs i/c sand & carbon filters situated at various places in the campus i/c repairing of pumps and motors and supervision of pumping operations round the clock.
- iii) Undertaking electrical & mechanical repairs of pumps, motors, starters, and the connecting cables i/c taking out and lowering after servicing.
- iv) Protecting the Sump wells & ETP & STPs and dewatering pumps against theft and trespass.
- v) Maintaining the plants neat & clean at all times.
- vi) Maintaining close liaison with the EIC for receiving instructions and for deploying manpower as per the requirements.
- vii) Any other work assigned by the EIC provided it does not require any additional manpower.
- viii) Bleaching powder dosing shall be carried out @ 3kg/day/100cum capacity of STP or as per direction of EIC in the treated water before supply for horticulture purpose. (The bleaching powder of approved brand and manufacturer to be purchased by the contractor for the period of not more than three months at a time. The Bleaching powder shall be paid based on the actual quantity brought to site in respective months. Register of supply and daily consumption shall be maintained by the contractor.
- ix) The Contractor shall carry out all facility operation and wastewater disposal operations in accordance with Good Operating Practices, as set out in this Contract and CPHEEO manual. The Facility operation and wastewater disposal operations shall include, but not be limited to the following:
 - Operating sump wells, pumps, and Sewerage/Effluent treatment plants to maintain the quality of treated sewage within the prescribed standards.
 - The Contractor shall take all necessary measures to minimize the power consumption in carrying out its operations.
- x) The Contractor shall carry out preventive, routine maintenance and break down maintenance operations for proper upkeep of plants in accordance with good operating practices. The following items shall be included in such maintenance.

I. Pumping Machinery and Treatment Plant Equipment

- Cleaning of chemical dosing tanks at least twice a year as per approved programs and disposal of silt.
- Repairing of damaged pipes, fittings and valves for suction and delivery pipe.
- Repairing and replacing pump impellers, bearings shafts.
- Repairing of motors and pumps i/c lowering etc. complete to make the plant fully functional.
- Repairing starters, circuit breakers, capacitors i/c replacement of various components such as capacitors, relays, single phase preventor, lugs, etc.
- Repairing of valves of sand & carbon filters
- Cleaning of media of sand & carbon filters as and when required.

II. Preventive and routine maintenance

This shall include all repairs and provision of all spares, materials and tools required for these repairs. The Contractors shall also carry out breakdown maintenance and repairs. The labor, tools, plants, and spares shall be arranged by the Contractor.

- xi) The Contractor has to inform the EIC at the earliest opportunity of specific likely future events or circumstances that may adversely affect the operations or the condition of the facilities and / or system. The Contractor shall cooperate with the EIC in making and considering proposals for how the effect of such an event or circumstances can be avoided or reduced and in carrying out any resulting instruction of the EIC. The Contractor shall also advise the EIC from time to time, on improving the quality of operations, reduction in water / energy losses and betterment practices.

2.0 Reporting

The Contractor shall carry out all reporting indicated below and as set out in this Contract and CPHEEO manual for O & M Manual for Sump Wells & STPs. The reporting shall include, but not be limited to the following:

- Daily summary of Operations at Sump Wells, Sewage Treatment Plants and Effluent treatment plant - providing information on, hours of operation of equipment and use of chemicals.
- Record of contingency events and the steps taken to mitigate the effects on STPs and ETP
- Record of all repairs of pumps and other spare parts i/c available total stock and daily consumption of bleaching powder of each plant.
- Logbook for repairs including incurred cost.

3.0 Repairs and Maintenance Schedules

Pumping Machinery and Treatment Plant Equipment:

As per indicated period checking the operation, correcting defects, attending to calibration and setting, attending to minor repairs and proper up keeping such as cleaning and painting required for the following:

Daily

- Chemical dosing and mixing
- Contact tightness
- Cable insulation near the lugs.
- Panels, Breaker, and Starter
- Contacts of relay and circuit breaker
- Setting of over-current relay, no-volt coil and tripping mechanism and off in the dash pot relay.

Monthly

- Chains and bearings in mechanically operated components
- Load (Amperes)
- Voltage

Half-Yearly

- Pumps
- Gland bolts
- Gland packing
- Alignment of pump aerator and drive
- Oil lubricated bearings
- Motors
- Tripping elements for motor protection
- Contact points and
- Fuse ratings

Annual

- Motors, pipes,
- Valves, fittings agitators and inlet/outlet weirs with two coats of anticorrosive paints.
- Replacement of worn-out parts of mechanical equipment in sewage pumping station and sewage treatment plant.

4.0 General Requirements for Operation and Maintenance

The Contractor shall operate and maintain the entire Plant within its contract price for a total operation and maintenance period of 365 days from the date of taking over of the plant (or such unit) from the EIC. All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the O & M to maintain the Plant at the status of formal handing over after the P.G test. At the end of O & M period the plant shall be handed over to the EIC in fully functional condition.

The price for O & M bill shall include supply of all tools, tackles, spares, lubricants, laboratory chemical, glassware, and polyelectrolyte i/c all types of repairs of pumps & motors etc. but excluding the cost of electricity.

a. Downtime:

The Plant shall never be operated at less than 50% of its design capacity due to maintenance and repair reasons. The period of such exceptional operation shall not exceed two consecutive days and shall not be more than three days a week. The periods for repairs and maintenance must be communicated to the EIC in advance. For machinery and equipment which requires maintenance to be carried out by manufacturer/ authorized representative, the down time shall not exceed 30 days. The Institute reserves the right to impose penalty, should there be any default by Contractor on this account. The penalty amount will be deducted in the next O & M bill if adequate reasons are not furnished by the Contractor for delay.

b. Operation of the Plant as per CPHEEO manual:

The Plants shall be operated according to the rules and procedures laid down in the CPHEEO manual. The Plant must be in position to work at the design capacity at any time.

c. Awareness & Cleanliness:

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Plant and all relevant safety codes and procedures. At all times the Plant, its equipment and surrounds shall be kept clean and in order' including the buildings, floors, walls, roofs, windows, and garden etc.

d. Spare parts:

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory must be approved by the Engineer-In-Charge.

e. **Transportation:**

All necessary transportation shall be arranged and made by the Contractor at his own expense.

f. **Operational services**

The Contractor shall operate Sump wells and complete sewage treatment Plants with associated services on a continuous 24-hour basis.

The Contractor shall operate and utilize the control and monitoring systems provided. If found necessary, he shall adjust (within the operation range) the control system and equipment, so that the Plant operation matches the treatment process requirements.

The Contractor shall provide all consumables and spares required for operating and maintaining the Plant in good condition. The grit, Screenings, Wet sludge, and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be permitted within the Plant campus without express application by Contractor giving adequate reasons as well as permission of EIC. The Contractor shall handle such residues in conformity to Environmental regulations/ rules in force. The EIC may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

The Contractor at his own expense shall provide all tools, cleaning, and housekeeping equipment, security, and safety equipment.

g. **Manpower**

The Contractor shall provide experienced supervisors and labors necessary to operate and maintain the treatment Plant and works properly, safely, and efficiently on a continuous 24-hour basis for the full term of the O & M period. While doing so due consideration shall be given to the labor laws in force.

The qualification and capability of Contractor's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the EIC, a member of Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and EIC informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the EIC, within one month of being so informed.

h. **Safety**

The Contractor shall be responsible for safety of his staff during O & M of the Plant and shall procure, provide, and maintain all safety equipment necessary for satisfactory O & M such as gasmasks, gloves, boots, mats etc.,

- i. The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.
- ii. The Contractor shall emphasize site safety including adoption of:
 - a. Safe working procedures
 - b. Cleanliness and care of the plant as a whole
 - c. Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially for newcomers.

The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O & M personnel to work in conformity to regulations and procedures and by the visitors to the Plant.

5.0 Maintenance

The Contractor shall ensure the continuity of the Plant operations and the breakdown or the deterioration in performance of the Plant under normal operating conditions of any items of the Plant and equipment and component parts thereof shall be minimized.

The classes of maintenance provided shall comprise full Operational maintenance and standby Maintenance. Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the Plant and equipment within the treatment works which have been commissioned and made operational.

Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustment of all items of Plant and equipment within the treatment works which have been installed but have not yet been made operational.

The Contractor shall strictly adhere to the manufacturers' recommendations with respect to equipment maintenance and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment/machine/instrument manufacturer/supplier shall be carried out and appropriate inventory shall be held in store.

6.0 Taking over Certificate for Operation and Maintenance

On completion of the Operation and Maintenance services of the Contractor, as certified by the O & M line agency's representative, the Contractor will hand over the Works and the Site back to the EIC. The EIC shall take over back the work and the facilities and issue a certificate accordingly.

7.0 The maintenance & operation of Sump wells, dewatering pumps & STPs/ETP services shall be carried out round the clock in the following shifts.

Shift No. -1	: 2200 hrs to 0600 hrs
Shift No. -2	: 0600 hrs to 1400 hrs
Shift No. -3	: 1400 hrs to 2200 hrs

8.0 The services shall be operated & maintained all 365 days in the year and shall not be closed on holidays, weekends, festivals etc. If necessary, the contractor will have to retain his staff on the campus overnight if there is any disturbance in the city due to band, workers strike etc. A duty chart of each shift showing the nos. of workers engaged in each shift for at least 7 days in advance shall be submitted by the contractor to the EIC.

9.0 The locations of the various plants/pumping stations under the scope of work are as follows:

Station	Designation	Location
Sump wells	SW1	Near type-II
	SW2	Near SAC crossing
	SW3	Near Faculty Club
	SW4	Near Nursery
	SW5	Near Bus Stop
	SW6	Near Airstrip
	SW7	Near Bagiya
	SW9	Near Type III

	SW10	Near Oxidation Pond
	SW 11	Near Hall 12
	SW 12	Near Hall 14
Sewage Treatment Plants		At SW 1 (100 Cum)
		At SW 2 (100 Cum)
		At SW 3 (100 Cum)
		At SW 4 (50 Cum+ 100 Cum)
		At SW 6 (100 Cum)
		At SW 7 (100 Cum)
		At SW 10 (4x100 Cum)
		At SW 11 (2x100 Cum)
Effluent Treatment Plan	ETP	Near Health Centre (1x 15 KLD)
Sump/ Dewatering pumps		
	Sump Pump	At Nursery
	Sump Pump	BSBE Basement
	Dewatering Pump	In Academic Area (Near Faculty building)
	Dewatering Pump	Hall XI
	Dewatering Pump	In Hockey Field
	Dewatering pump	At Old SBRA
	Sump Pump	ESB- 2 Basement
	Sump Pump	ESB- 3 Basement
	Sump Pump	DJAC Basement
	Sump Pump	Old CL Ext. (Pump room)
		Trolley Pump set (Electric)
	Diesel Pumping set	

10.0 The Sump wells, Dewatering/ sump pumps, Sewage Treatment Plants & ETP to be operated and maintained by the contractor shall be identified by the EIC from time to time. The details are as follows.

- i) Sump wells -11 Nos.
- ii) STPs – 13 Nos.
- iii) ETP - 01 Nos.
- iv) Dewatering pumps – 25 Nos.
- v) Trolley Pumps – 02 Nos.
- vi) Diesel Pumps- 02 Nos.

The detail of pump sets under the scope of this work is as follows:

Total no. of pump sets shall be 94, installed at various locations mentioned in the tender document. The number of pumps includes all the motor and pumps installed at Sump wells, STPs, ETPs, Dewatering/sump pumps, Trolley pumps and Diesel pumping sets i/c motors of STPs. The types of pump sets are centrifugal, mono block & submersible ranging from 1 – 20 HP with a combined capacity of 393 HP Approx.

11.0 Breakdown of plants & pumps should be attended on priority. No plant or pump shall remain unattended for more than 24 hrs.

12.0 The contract includes the cost of all consumables required for operation and maintenance of plants except electricity. In other words, the contract is inclusive of cost of consumables, supply of manpower, Operation & maintenance of plants and supervision of their work. All piping work such as suction, delivery & supply pipes, valves and other misc. items shall be replaced by manpower engaged within the contract however the material supplied from the list of material Annexure 'A' shall be paid for separately as per actual consumption.

13.0 Repairing and maintenance of diesel pumping sets (2 Nos.) and Electric Trolley Pump sets (2 Nos.) available with the Water Supply & S.D. Unit i/c all spares etc. complete. The contractor shall always keep these pumping sets in excellent working and ready-to-use condition along with necessary suction and delivery pipes of approved type & quality. The required diesel, Mobil oil, etc. shall also be arranged by the Contractor to run these pumps as and when required. The cost of these contingency items shall be inclusive in the contract rates.

B. For Day-to-day maintenance/management of wastewater network

1. The work shall be carried out on all days, i/c Sundays, Gazette & National holidays.
2. The Supervisor shall manage the enquiry and receive the complaints from the occupants by telephone/Pingala or by any other means. The work shall include the following operations:
 - i) He shall prepare a docket, in prescribed pro-forma, for each complaint and allocate the work to the respective skilled workers. The worker shall carry the docket while entering the premises of the complaints.
 - ii) The distribution of docket shall be done once in forenoon and once in afternoon. He will ensure the following timetable for attending of complaint:
 - Minor repair work: Same day if the complaint is received before 12 AM
 - Minor repair work: Next day if the complaint is received after 12 AM
 - Complaints of emergent nature: Immediately
 - iii) The Supervisor shall refer the complaint of major nature, requiring administrative approval and financial sanction, to the *EIC* for further necessary action. Such complaints should be forwarded as and when they are received without causing any delay.
 - iv) The Supervisor shall supervise the repair work and liaison with the complainant, after distributing the complaint to ensure timely completion, good quality work and to secure user satisfaction.
 - v) The Supervisor shall anticipate the requirement of materials for attending routine complaints, for a period of 1 (one) month at a time and submit the indent to the *EIC* for arranging the materials.
 - vi) The *EIC* shall arrange the materials within 5 (five) working days to ensure that the routine repair work is not held up for want of materials.
 - vii) The Supervisor shall keep the materials in his safe custody under lock and key and personally ensure that the inventory is properly accounted for.

- viii) The *EIC* shall take stock of the inventory once a month. The cost of short fall of stocks, if any shall be recovered from the contractor at the purchase price
- ix) The Supervisor shall obtain the acknowledgement of the complainant on the docket in order to authenticate the material consumed and the complaint attended satisfactory.
- x) The materials recovered should be deposited in the enquiry, and all handed over to *EIC*, once every month for further disposal.
- xi) The Supervisor shall report to the *EIC* on all days and work as per his instructions and guidance.
- xii) The contractor shall engage only experienced and skilled artisans to execute good quality work.
- xiii) The contractor shall be held responsible if there is unusually high quantum of wastage of materials. The *EIC* shall determine the legitimate wastage and recover the cost of excess wastage if deemed necessary.
- xiv) The enquiry shall be managed by the shift Supervisors from 0900 hrs. to 1800 hrs. every day. The day shift workers shall be allowed the lunch break from 1300 hrs to 1400 hrs.
- xv) The Supervisor shall ensure that the site of work is left clean and free of debris after the completion of work. Any complaint on this account from the user shall be viewed seriously.
- xvi) The complaint shall be attended on first come first serve basis.
- xvii) The Supervisor shall maintain up to date complaint register, record of dockets, indent book and other records as may be required by the *EIC*. The maintenance of record shall not be kept pending beyond the weekend.
- xviii) The *EIC* shall have the right to assign any other duty or work of any other nature, if so required under contingent circumstances.
- xix) The contractor shall arrange all the petty materials such as sute, safeda, Teflon tap, nut bolts, glands, packings, iron wires, old cycle tubes, etc. as required for urgent repairing/ maintenance of services. The cost of all these contingency items shall be inclusive in the contract rates.

(Signature of the Contractor)

(Office of Superintending Engineer, IWD)

List of T&P to be provided:

1. Phawada – 02 Nos.
2. Shovel- 02 No(s)
3. Trolley Rikshaw manual driven - 01 No(s).
4. Multimeter
5. Tool kit set for each group of plants/operator.
6. Necessary tools for grass/ bush cutting (grass cutting sword etc.)
7. Brooms at each plant/ as per requirement
8. All safety gadgets ISI marked only are required to be provided to all workers.
9. Battery/Electricity operated Hand grinder for cutting the C.I./ G.I. Pipes- 02 No(s)
10. Drill Machine- 01 No(s)- HILTI / BOSCH or Equivalent
11. Ratchet Die for making Threads (15 to 80 mm)
12. Tool Kit set for Mason / Plumber/ Electrician/ Mechanic for each skilled & Semiskilled worker
13. Pickaxe (Gainti) – 02 Nos.
14. Hammers 0.75 to 4 Kg
15. All safety gadgets ISI marked only are required to be provided to all workers.
16. Portable welding machine if required.

Special Conditions of Contract

1. The Agency/ Firm shall be responsible for all injury and accidents to persons employed by him while on duty.
2. Minimum wages shall be paid by the Agency/ Firm at the rate fixed by Central Government. Arrears, if due because of the increase in minimum wages after the closing date of submission of bids would be reimbursed to the Agency/Firm on submission of proof of actual payment to the workers. No contractor's profit shall be paid on the arrear.
3. The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per Contract Labour Act. 1976, within 30 days from award of work .
4. The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to EIC.
5. 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.
6. Agency/ Firms 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/ Firms will submit a copy of license to EIC of IIT Kanpur. The License shall include the relivers too.
7. To ensure proper functioning of the specified utilities all over the campus, the EIC may ask the operation and maintenance in-charge or any such representative to coordinate with each Dept. / Centre, Unit in charge, as the case may be.
8. 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. The Agency/ Firm must employ adult and skilled personnel only.
9. 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.
10. Agency/ Firm 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.
11. Agency/ Firm should always 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, 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.
12. 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.

13. Tenderers should not have conflict of interest. The tenderer found to have conflict interest shall be disqualified.
14. No. Joint ventures are allowed.
15. 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
16. Negative deviation is permissible as per directions of EIC.
17. The contractor must follow all safety norms as laid down in National Building Code of India. All the workers shall be equipped with the required safety gadgets while working at site such as ISI marked helmets, Shoes and safety belts, gumboots, gloves etc. The contractor must ensure that the safety gadgets shall be used as and when required while working. If violation of not using the safety gadgets wherever necessary at workplace is found, appropriate action shall be taken by the Institute.
18. If the contractor does not commence any work in the manner described in the contract document or if at any time in the opinion of the EIC,
 - i. Fails to carry out the works in conformity with the contract document.
OR
 - ii. Substantially suspends the work without authority from the Institute.
OR
 - iii. Fails to carry out and execute the works to the satisfaction of the Institute.
OR
 - iv. Commits or permits breach of any other kind or observes or persists in any of the above-mentioned breaches of the contract, after notice in writing shall have been given to the contractor by the Institute requiring such breach to be remedied.
 - v. If the contractor shall abandon the works.

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

19. The contractor shall make its own arrangement for transportation of the staff to and fro to the campus and to the site work.
20. 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 any way whatsoever.
21. 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.
22. 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.

23. The Agency/ Firm shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.
24. The Agency/ Firm shall not appoint sub-Agency/ Firm to carry out any obligation under the contract.
25. The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
26. If the Agency/ Firm fails to implement the schedule of services to the satisfaction of EIC 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 EIC and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of EIC shall be final and binding of the Agency/ Firm.
27. When the Agency/ Firm has made himself liable action under any of the cases aforesaid, the EIC 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 EIC shall be conclusive evidence) upon such determination, the earnest money deposit/ Security deposit 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 EIC, 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
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. The contract includes "Day to day maintenance/management of wastewater/ recycled water supply network of entire campus consisting of G.I./C.I./D.I./UPVC/CPVC lines of various diameters. The contractor shall make necessary arrangements for immediate maintenance of this network as and when required.
35. 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 24 hours of receipt of complaint.

b) The complaints related to cleaning of choked drains & manholes are always of emergent nature and must be attended on priority. The contractor must ensure availability of sufficient manpower as per BOQ to resolve the complaints in given timeline.

36. The Contractor shall appoint Shift supervisors for supervising the O&M services as well as complaint management in day shift, up keeping of inventory/stores, issuing of materials to the workers and preparation of all kinds of records required as per contract agreement. *He should be at least graduate with minimum 8 years of relevant experience or ITI in relevant discipline with minimum 6 years of experience or Diploma in Civil Engineering with minimum 3 years of experience and having sound knowledge of STPs/ ETP, water supply and sewage disposal systems i/c pump sets, electrical installations etc. **The knowledge of MS office/ MS Excel is essential for preparation of reports, and other required documents as per the contract agreement.***
37. The contractor shall provide a Desktop with printer Preparing documents required and taking printout of complaints and reports/ records i/c other office works.
38. The Supervisor will distribute the printouts/complaints slips of complaints received through Pingala and other online/offline means and give them to workers for execution. He will also visit the site of work as per requirement to ensure the good quality and timely completion of work and to resolve any problem faced during execution by the workers.
39. The work premises shall be in possession of the Institute and the contractor, and its employees shall be only permitted to enter the premises to maintain the services. Whenever the service contract is terminated or concluded and the Institute decides that the contractor shall not run the services anymore, the Institute will be entitled to restrain the contractor and its employees from entering IIT Campus.
40. If the contractor fails to commence the work on any day due to any reasons whatsoever, a penalty @ one fifteenth of the monthly contract value per day of default shall be deducted from the monthly bill. However, if the services are disrupted for two consecutive days, the contract will be rescinded without any notice, and the security deposit shall be absolutely forfeited.
41. The contractor shall make all efforts to ensure labor deployment as per the contract every day. If the manpower is found short due to any reason, the contractor shall have to redistribute the work among the reporting staff and continue to maintain the services in normal conditions. However, the manpower deployment shall be reviewed in the end of the month and the manpower found short shall be deducted from the monthly bill.
42. The old/ unserviceable material shall have to be deposited in the office of the ZIC. The proper records of the same shall have to be maintained by the contractor duly authenticated by the ZIC/ EIC.
43. All required safety gadgets such as safety shoes, gloves, and masks (all ISI marked) shall be provided and issued to each worker by the contractor and contractor must ensure that the same shall be used as and when required while working. If, violation of not using the safety gadgets wherever necessary at workplace is found, appropriate action shall be taken by the Institute.
44. The Sump wells i/c all other plant premises shall be in the possession of the Institute and the contractor, and its employees shall be only permitted to enter the premises to operate & maintain the services. Whenever the service contract is terminated or concluded and the Institute decides that the contractor shall not run the services anymore, the Institute will be entitled to restrain the contractor and its employees from entering plants and IIT Campus.
45. The contingent expenditure incidental to the work shall be made by the contractor as per the requirement for smooth functioning of services. The Contractor must maintain the proper record

in a separate register of the materials i/c the original purchase vouchers and their consumption in

the work and produce the same to the EIC whenever asked for.

46. All registers such as logbook, stock register, and attendance register etc. shall have to be submitted in original to EIC, after completion of the work.
47. The contractor shall maintain a record in a separate register.
 - i. With gate pass number if the pump is sent out of the campus for repairing
 - ii. With a detail of total number of pumps repaired
 - iii. Day to day maintenance with complete details & location of the pumpsThese details along with the expenditure incurred must be submitted with the relevant invoices whenever asked for.
48. The Agency/ Firm shall in no case pay its employees less than the minimum mandatory rates per day / month as announced by Central Government from time to 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.
49. A Separate challan must be submitted for the payments of its employees deployed only at the Institute for the specific work agreement. The ESIC, EDLI& EPF shall be reimbursed on monthly basis, only on the production of documentary proof of deposit to the concerned authorities/ departments for the work.
50. The 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/permission to the EIC or his authorized representative.
51. Assessment of Performance: Performance of the agency will be assessed based on:
 - a. Report submitted as per the scope of the work.
 - b. Deployment of the workers as per the schedule and log registers
 - c. Time taken to respond and resolve the complaints etc.
 - d. Efficiency of the complaint redressal system etc.
52. The contractor must make own arrangement for keeping all machines & attachment inside the campus including its safety and security.
53. The agency must also create and deploy an Immediate Response Strategy for all types of complaints related to the work within IIT Campus.
54. All activities come under control of competent authority through EIC, IWD of the Institute.
55. Penalties shall be imposed as per the following details:
 - a. For any deviation from the standards and terms and conditions laid down in the scope of the work, a penalty of Rs. 5000/- per 24 Hours will be levied.
 - b. The penalties imposed shall be deductible from payments due to the contractor.
 - c. The agency will resolve the complaints within the standard time frame. A penalty of Rs. 2000/- will be imposed per pending complaint beyond 24 hours of registration in Institute complaint management apps without any valid reason.

TERMS & CONDITIONS

1	:	Liability of the agency with respect to Labor /Workmen Laws/Acts/Rules & Regulations etc.
1.1	:	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.
1.2	:	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 EIC, 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.
1.3	:	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.
1.4	:	The Agency shall issue identity cards/identification documents to all its employees who will be instructed by the Agency to display the same.
1.5	:	The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel. Each monthly bill must accompany: <ul 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 ESIC/EPF etc.). c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC & attendance of all workers duly verified by Engineer-in- Charge. d. The Agency shall also prepare a register indicating all payments/dues in respect of all the employees.

2	:	<p>Payment to Agency:</p> <ol style="list-style-type: none"> a. The Agency shall submit to Institute monthly bills by or before the 7th day of following month with all supporting documents. 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. c. Difference in minimum wages shall be reimbursed only for the actual amount paid, if increased after closing date of bid submission in accordance with the Government notification so as to enable the Agency to meet the statutory obligation. d. All tools and equipment's and consumable with the date of purchase/damage must be recorded in the register with all related bills and should be submitted for reference of institute at the time of verification of bills if required
3	:	<p>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.</p>
4	:	<p>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.</p>
5	:	<p>General Conditions of Contract:</p>
5.01	:	<p>The Competent Authority shall be authorized to give instructions to the Operation & Maintenance In-Charge of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender.</p>
5.02	:	<p>The working generally shall be carried out in accordance with the scope of work and as per directions of the EIC of the work.</p>
5.03	:	<p>The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority 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.</p>
5.04	:	<p>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 and nothing extra shall be paid on this account.</p>

5.05	:	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.
5.06	:	The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules.
5.07	:	No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises.
5.08	:	The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute.
5.9	:	No assistance of any kind shall be made available by Institute for the purchase of equipment's, machinery, materials of any kind or any other items required to be carried out in execution of work.
5.10	:	Samples of all materials required for execution of the work shall be got approved from the EIC. Materials manufactured by Firms of repute as specified in list shall only be used.
5.11	:	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.
5.12	:	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.
5.13	:	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.
5.14	:	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 entitled 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.
5.15	:	The Agency shall not employ any person below the age of 18 years.
5.16	:	The machines/equipment at site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority 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.
5.17	:	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 after getting approval of EIC.
5.18	:	The Institute shall not be responsible for any loss of material used by the Agency at site.
6	:	Code of conduct: The Agency shall strictly observe that its personnel:
6.01	:	Are always neatly dressed.

6.02		Are punctual and arrive at least 15 minutes before start of duty time.
6.03		Take charge of duties properly and thoroughly and be vigilant all the time.
6.04		Perform their duties with honesty and sincerity.
6.05		Read and understand their post and site instructions and follow the same.
6.06		Extend respect to all Officers and staff of the office of the Client.
6.07		Shall not drink on duty or come drunk and report for duty.
6.08		Will not gossip while on duty.
6.09		Must not be found sleeping while on duty.
6.10	:	Will immediately report if any untoward incident/misconduct occurs, to the control room of the Agency and Institute security.
6.11	:	Get themselves checked by security personnel whenever they go outside the Institute campus.
7	:	What the Institute will provide to the agency: Once the contract is awarded, the Institute may provide the following to the agency: Space (as available) for setting up a control room/and storage of consumables if required. Internal EPABX line to be used as a helpline for O&M services
8	:	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.
9	:	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.
10	:	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.
11	:	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
12	:	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.

13		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 Officer.
14		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.
15		The Agency/Firms 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.
16		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.
17		In the event of any loss being occurred to the Institute on account of the negligence of the duty by the 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.
18		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		The Agency/Firm shall not appoint sub-Agency/Firm to carry out any obligation under the contract.
20		The Agency/ Firm shall be equipped to 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 quoted monthly rate by the Agency/ Firm. However, the workers on duty on national holidays shall be paid double as these are paid holidays.
21		None of the employees of the Agency/ Firm shall enter into any kind of private work at the campus of the Institute during working hrs.
22		The employees of Agency/ Firm 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.
23		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.
24		The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of work from the EIC.

25	:	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.
26	:	The duration of the contract shall be one year, further extendable (yearly) up to Two years on exemplary performance and can be terminated even earlier by giving notice one month in writing on account of any of the following reasons:- a. On account unsatisfactory performance b. Breach of contract clauses c. Persistently neglects to carry out his obligations under the contract
27	:	When the Agency/Firm has made himself liable for action under any of the cases aforesaid, the Office of Superintending Engineer, IWD 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 EIC, 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 Office of Superintending Engineer, IWD, 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.
28	:	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.
29	:	No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is applicable in this NIT/ Contract.
30	:	All staff employed by the Agency/ Firm will be deployed in consultation with the EIC, or his representative before their deployment for the above job for security clearance etc.
31	:	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.
32	:	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 & ESIC 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.
33	:	RATES: The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including 18% GST as applicable) , duties, levies, etc. i/c all charges.

34	:	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.
35	:	That the contractor shall deploy workers as per requirement given in the schedule in consultation with the EIC, IWD in such a way that they get weekly one-day rest. The required number of relievers shall be deputed to facilitate the weekly rest to every worker. 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.
36	:	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.
37	:	EPF & 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 & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed.
38	:	DISPUTE RESOLUTION 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.
39	:	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 all disputes to be referred to arbitration at the time of invocation of arbitration under the clause. d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves. e) The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India. 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

		<p>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>
40	:	<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>

BID SUBMISSION CHECK LIST

FOLLOWING MANDATORY DOCUMENTS TO BE SUBMITTED WITH ONLINE BID SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:

-

Envelope – 1 (Following mandatory documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1	Technical Bid	EMD Scan Copy	.PDF
2		Turnover certificate as per 3.1 (Format: Form A)	.PDF
3		Solvency certificate (Format: Form B) or Net Worth Certificate (Format:- Form B1)	.PDF
4		Details of Similar Nature of Work along with bidding capacity (Form – C, duly filled in with supporting documents.)	.PDF
5		Work experience certificate (as per 3.3 & 3.4)	.PDF
6		INTEGRITY PACT	.PDF
7		Structure and Organization of the agency (Form – E duly filled in with supporting documents (pl refer 3.11))	.PDF
8		Copy of PAN card	.PDF
9		EPF & ESI Registration	.PDF
10		GST Registration Certificate	.PDF
11		Back to back undertaking on 100 rupees stamp paper and duly not arise (vide 3.1)	.PDF
12		Quality Certificate	.PDF
13		PERFORMANCE REPORT OF WORKS REFERRED IN FORMS “C” TO BE SUBMITTED IN FORM “D”	.PDF
14		Letter of transmittal	.PDF
15		Declaration on Details of the Bidder(s) (Annexure – 1 duly filled in and signed)	.PDF
16		Annexure – 2 duly filled in and signed	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in BOQ format.	.xls

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. 45/Civil/D3/2025-26 _____ (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organization procedures, contract(s) for Annual operation & maintenance of Sump wells, Sewage Treatment Plants & Effluent Treatment Plant situated at various places in the campus i/c cleaning of choked drains & manholes in the entire campus, Infrastructural repairing & maintenance and repairing of all pumps & motors installed for wastewater management at IIT Kanpur _____ (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:-



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.

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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

For & on behalf of
The M/s
(Second 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

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