

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
NOTICE INVITING E-TENDER

NIT NO: 05/C/HORT/2024-25

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

| | | | |
|----------|---------------------------------|----------|---|
| 1 | Name of work | : | Horticulture work in Zone I to II and Zone V to VI (Institute & New Nursery, Director's Residence, MRF Block- A to D, Outreach, Auditorium, VFA, Old & New SBRA, VH & IH, Type-III apartment etc.). |
| 2 | Approximate Cost of work | : | Rs. 2, 10,98,445/- excluding GST |
| 3 | Earnest Money Deposit (Rs.) | : | 4,22,000/- |
| 4 | Duration of the Contract | : | One Year (Extendable yearly up to a period of two years based on performance) |

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

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

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

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SCHEDULE

| | | | |
|-----------|---|---|--|
| 1 | Name of organization | : | Indian Institute of Technology, Kanpur. |
| 2 | Tender / Quotation type (open / limited / EOI / auction / single) | : | Open Tender |
| 3 | Tender / Quotation category (services / goods / works) | : | Works |
| 4 | Type of Contract (work / supply / auction / service / buy / empanelment / sell) | : | Works |
| 5 | Form of contract (IITK – 7/8) | : | IITK – 8 |
| 6 | Work Category (civil / electrical / fleet management / computer systems) | : | Horticulture work |
| 7 | Is multi-currency allowed? | : | No |
| 8 | Date of publishing / issue / start | : | As per CPP portal |
| 9 | Document download start date | : | As per CPP portal |
| 10 | Document download end date | : | As per CPP portal |
| 11 | Date & time of pre-bid meeting | : | 25.03.2025 at 12:00 PM |
| 12 | Venue of pre-bid meeting | : | Office of the Superintending Engineer, IWD, IIT Kanpur |
| 13 | Last date & time of uploading of bids | : | As per CPP portal |
| 14 | Date & time of opening of Technical bids | : | As per CPP portal |
| 15 | Bid Validity Days | : | 90 days after opening of Financial Bid |
| 16 | No. of bids / covers (1 / 2 / 3 / 4) | : | 2 |
| 17 | Address for communication | : | Office of the Superintending Engineer, IWD, IIT Kanpur (U.P.) Pin- 208016 |
| 18 | Contact No. | : | 0512-259-7604 |
| 19 | e-mail address | : | seiwd@iitk.ac.in |

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

OR

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

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

ASSISTANCE TO BIDDERS

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
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 approx. 1000 acres. IIT Kanpur invites on-line bids under two bid systems for “Horticulture work in Zone I to II and Zone V to VI (Institute & New Nursery, Director's Residence, MRF Block- A to D, Outreach, Auditorium, VFA, Old & New SBRA, VH & IH, Type-III apartment etc.)”. From specialized and experienced agencies having the experience of similar type of work. The period of work will be 01Year, extendable yearly up to a period of 02 more years based on performance. |
| 2.0 | : | GENERAL INSTRUCTIONS TO THE BIDDERS |
| 2.1 | : | The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. |
| 2.2 | : | Technical bids will be opened by the committee constituted by IIT Kanpur as per schedule. |
| 2.3 | : | Financial bids of only those bidders, who qualify as per eligibility criteria and technical Bid will be opened. |
| 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 the turnover, experience of similar work & solvency as provided in the tender document. The 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 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. |

| | | |
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| 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. |

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| 3.0 | ELIGIBLE BIDDERS | : | Eligible bidders should satisfy the following criteria: |
| 3.1 | Average annual financial turnover | : | <p>Rs. 106 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.</p> <p>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 2024, duly audited and certified by the Chartered Accountant.</p> <p>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.</p> |
| 3.2 | Office | : | Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work. |
| 3.3 | Experience (value of work done shall be within a span of one year) | : | <p>Firms/Contractors must have completed satisfactorily</p> <p>i) One similar work of 80% value of the estimated cost put to tender Or</p> <p>ii) Two similar work of 60% value of the estimated cost put to tender or</p> <p>iii) Three similar work of 40% value of the estimated cost put to tender Works completed during last 7 years ending on date 31.03.2024. AND One work of any nature (either part of (i) or a separate one)</p> |

| | | | |
|------------|-----------------------------------|---|--|
| | | | costing not less than the amount equal to 40% of the Estimated cost put to tender with Central Government Organization/Central Autonomous Body/Central Public Sector undertakings. |
| 3.4 | Definition of similar work | : | Similar type of work means “Horticulture work/Lawn development/Horticulture maintenance” done with any Institute / Establishment of repute. |
| | | | in last 7 years (Not earlier than 01-04-2017) 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 technical bid from last 7 financial years i.e. starting from 1/4/2017. <u>Private sector experience shall be considered with the production of TDS certificates for the same period.</u> |
| 3.5 | Manpower | : | Bidder should have had more than 81 people on their rolls on a daily basis, continuously for last three years |
| 3.6 | Legal | : | Unregistered Partnership Firm and Joint Venture or Consortium is not eligible to participate. |
| 3.7 | Registration | : | Bidder should be registered with the Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation & GST. |

| | | | |
|------|--|---|--|
| 3.8 | GST registration | : | <p>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:</p> <p>“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.”</p> |
| 3.9 | ESI & EPF registration | : | To be submitted |
| 3.10 | Back to Back Undertaking [To be submitted on stamp paper duly | : | 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 |
| | 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 i Without further notice] | | Department, then I/we shall be debarred for tendering in IITK in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Competent Authority through SE, IWD shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid) |
| 3.11 | Forms & Annexures | : | To be submitted with bid as desired |

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| 3.12 | Note | : | Integrity pact Acceptance to execute INTEGRITY PACT. Integrity Pact shall be provided by IIT Kanpur to successful bidder for its signature & execution. 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: 25.03.2025 at 12:00 Noon in the office of the 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 LCS (Least Cost System) Method for selecting the successful bidder. The system is based on a webbed system where the technical bid and financial bid shall be submitted separately. <u>Financial bids of those bidders be opened who shall stand qualified in the Technical Bid as per following.</u> |
| 5.1 | Marks allocation | : | Marks have been allocated for qualifying in the Technical Bid in subsequent pages of the NIT. |
| 5.2 | Cut off marks | : | To become eligible for short listing for Technical, the bidder must have to secure at least 60% (<u>Sixty</u> |
| | | | <u>percent</u>) marks in aggregate in Technical subject to securing 50% (fifty percent) in each attribute/ sub sections. ESI, EPF, GST, Form F are mandatory requirements |
| 5.3 | | : | To qualify in the Technical Bid, bidder has to secure at least 60% (sixty percent) marks overall subject to the condition that bidder should score 50% (fifty percent) marks in each attribute (sub sections) |
| 6.0 | Financial bid BOQ | : | Along with the submission of Technical Bid, the Bidders will also submit their Financial Bid quoting RATES AS PER GIVEN BOQ IN THE WEB PAGE |

7. Award criteria

- a. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- i. Amend the scope and value of contract to the bidder.
- ii. Reject any or all the applications without assigning any reason.
- iii. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

| | | | |
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| 8.0 | TECHNICAL BID EVALUATION | | |
| 8.1 | Technical bids received complete in all respects, will only be opened | | |
| 8.2 | Each bidder shall be assigned marks out of 100, as per the criteria specified below for Stage1. | | |
| 8.3 | Experience in similar class of work | MAX MARKS:30 | |
| (i) | For minimum eligibility criteria | : | 60% marks |
| (ii) | For twice the minimum eligibility criteria or more | : | 100% marks |
| | In between i & ii | : | Pro-rata basis |
| | | | Definition of works of similar nature is same as above. Work could have been completed or ongoing with at least one year of work executed but the value of work should match the minimum threshold value for the completed portion as per 3.3 and 3.4 . Self-attested copy of experience certificates for completed work issued by the awarding organization should be uploaded. |
| 8.4 | Financial strength | 25 marks | |
| (i) | For minimum eligibility criteria | : | 60% marks |
| (ii) | For twice the minimum eligibility criteria or more | : | 100% marks |
| | In between I & ii | : | Pro-rata basis |
| | | | ONLY CERTIFICATE FROM CA SHALL BE UPLOADED. No need to upload voluminous Balance Sheet. |
| 8.5 | Performance on works (Quality) | 45 marks | |
| | Outstanding | : | 45marks |
| | Very Good | : | 30marks |
| | Good | : | 20marks |
| | Poor | : | 0 marks |
| | TOTAL | 100 marks | |
| | | | |

| | | |
|------------|------------------------------------|--|
| 9.0 | TERMS FOR AWARD OF CONTRACT | |
| 9.1 | PBG | : The successful bidder will be informed of the acceptance of his tender and shall be required to furnish a “ Performance Guarantee ”. Necessary instruction with regard to amount, time of depositing performance guarantee will be specified in the Letter of Offer. |
| 9.2 | Amount of PBG & time frame | : The Performance Guarantee will have to be furnished within 15 days of receipt of “Letter of Offer” for an amount of 3% of the contract value in the form of an Account Payee/ DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of “The Director, Indian Institute of Technology, Kanpur. |
| 9.3 | Validity | : The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also be required to be extended by the Agency accordingly and validity should be valid for extended period plus six months. |
| 9.4 | Integrity pact | : The successful bidder will be required to sign an Integrity Pact with the institute. |
| 9.5 | Failure to submit PBG | : Failure of the Successful bidder to comply with the requirements of above clauses shall constitute sufficient Grounds for the annulment of the award and debarment. |

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From:
M/s

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

Subject: Submission of bids for the work of

Sir,

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

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

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

Enclosures:

Date of submission

Seal of bidder

Signature(s) of Bidder(s).

FORM 'A'

FINANCIAL INFORMATION

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

| | | | | |
|--------------------------|---------|---------|---------|--|
| Financial Years | 2021-22 | 2022-23 | 2023-24 | |
| Profit & Loss | | | | |

- (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) Bankers certificates should be on letter head of the Bank, addressed to tendering
authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded
with the Bank.

FORM 'C'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING *previous day of the last date of submission of tenders*

.....

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

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

Signature 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 & ORGANISATION

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

(a) An Individual

(b) A proprietary firm

(c) A firm in partnership

(d) A limited company or Corporation

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

Organization / Place of registration

Registration No.

- 1.
- 2.
- 3.

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

6. Designation of individuals authorized to act for the organization

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

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

Signature of Bidder(s)

<< Organization Letter Head >>
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.

| 1 | Particulars of the bidder | As per following |
|------------|---|--|
| 1.1 | Name of the firm / organization | : |
| 1.2 | Type of the firm / organization: Public limited / Private Limited / Registered firm | : |
| 1.3 | Registered address | : |
| 1.4 | Address of office | : |
| 1.5 | Contact people | : |
| 1.6 | Name & Designation | : |
| 1.7 | Landline & Mobile numbers | : |
| 1.8 | E-mail IDs | : |
| 2 | PAN No. | : |
| 3 | GST No. | : |
| 4 | EPFO Reg. No. | : |
| 5 | ESIC Reg. No. | : |
| 6 | Annual Turnover for the last 3 years (Enclose copies of audited balance sheet and P&L A/c.): | |
| 6.1 | 2023-2024 | : |
| 6.2 | 2022-2023 | : |
| 6.3 | 2021-2022 | : |
| 7 | EMD Declaration attached with signature | : |
| 8 | Has the applicant ever been required to suspend any project for a period of more than six months continuously after commencement of work? | : If so, give the name of the project and reasons of suspension of project |
| 9 | Has the applicant ever been convicted by a court of law? | : YES / NO If yes, give details of the case |

| | | | |
|-----------|---|---|----------|
| 10 | Details of any litigation in which the applicant is/was involved. | : | |
| 11 | All forms submitted as desired in the bid | : | Yes / No |
| 12 | All annexures submitted as desired | : | |
| | In the bid (Form A to From E) & Annexure1 to Annexure 3 | | |
| 13 | Integrity Pact | : | |
| 14 | Undertaking regarding subletting of work | : | |

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

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

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

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

Date:

Authorized Signatory

BILL OF QUANTITIES (BOQ) for Sample

Bidder has to mention the following types of manpower to be engaged for “Horticulture work in Zone I to II and Zone V to VI (Institute & New Nursery, Director's Residence, MRF Block- A to D, Outreach, Auditorium, VFA, Old & New SBRA, VH & IH, Type-III apartment etc.) of IIT Kanpur” The agency should specify the quantities i.e. the number of manpower to be deployed and thus, the agency will be bound to follow the plan proposed by them, if work is awarded to them. The required Covid and other protocols have to followed by the agency as per guidelines issued by GOI/UP Govt and Institute. The contractors are advised to quote the rates accordingly nothing shall be paid extra against the above.

Estimated minimum manpower 81 No(s) per day (77 Unskilled and 04 Skilled).

| Sl. No. | Item Description | Quantity | Units | BASIC RATE | TOTAL AMOUNT |
|---------|--|----------|-------------------|------------|--------------|
| 1.01 | Manpower: Supervisor (Skilled or equivalent): B.Sc. Agriculture or Science graduate with 08 years' experience of Horticulture work (25 days in a month) | 4 | Per Month | | |
| 1.02 | Manpower: Unskilled worker with mali experience (25 days in a month) | 77 | Per Month | | |
| 2.01 | Description of items (Monthly Requirements): Petrol Lawn Mower * | 1 | Per job per Month | | |
| 2.02 | Description of items (Monthly Requirements): 02 HP Electric Lawn Mower * | 4 | Per Month | | |
| 2.03 | Description of items (Monthly Requirements): Chain Saw * | 1 | Per job per Month | | |
| 2.04 | Description of items (Monthly | 2 | Per Month | | |

| | | | | | |
|------|--|---|-------------------|--|--|
| | Requirements): Brush Cutter * | | | | |
| 2.05 | Ladder | 1 | Per job per Month | | |
| 2.06 | Hand Trolley | 1 | Per job per Month | | |
| 2.07 | Description of items (Monthly Requirements): Miscellaneous Tools and Consumables** required for executing the scope of work | 1 | Per job per Month | | |

*Electrical Machines are desired for use by IITK and can be charged free of cost at IITK. If petrol powered machines are used, no reimbursement of petrol will be made. Drip irrigation must be practiced wherever possible. Use of sprinklers is highly recommended. In rainy season, the electrical grass cutting machines may not be appropriate to use on wet grass. Appropriate alternatives must be exercised depending on the situations.

**** Miscellaneous Tools and consumables should include the following items:**

- ✓ Talwar
- ✓ Hedge shear
- ✓ Secatear
- ✓ Phawda
- ✓ Kudal
- ✓ Hard broom with bamboo stick complete
- ✓ Hose pipe (PVC) Pipe for irrigation
- ✓ Water cane 10 litre.
- ✓ Spray machine 16 litre
- ✓ Palli (2 X 2 metre)
- ✓ Weeder
- ✓ Khurpi
- ✓ Axe
- ✓ Sprinkler with stand
- ✓ Bamboo stick complete for trimming

Details of the campus

Area of campus: - Approx 1000 Acres (Copy of master plan showing the ZONES is attached in Annexure 4). Horticulture maintenance of all areas except the residential houses of faculty, staff etc in Zones is within the scope of this contract (as shown in annexure 6). **The indicative list is attached though not exhaustive. The bidders are encouraged to the site visit to understand the full scope of the work.**

| Sr. No. | Particulars |
|---------|---------------------------------|
| 1 | Institute Nursery |
| 2 | Director's Residence |
| 3 | New Nursery |
| 4 | MRF Block- A to D |
| 5 | Outreach |
| 6 | Auditorium |
| 7 | VFA |
| 8 | Old & New SBRA |
| 9 | CC Type-I & II |
| 10 | H.C. & C.O. |
| 11 | PP Park-II |
| 12 | Near CC-I park & SBI Park |
| 13 | Oxidation Pond & Solar Plant |
| 14 | Campus School |
| 15 | H. No. 503 & 512 |
| 16 | Dy. Director residence & Snehan |
| 17 | Antragni Ground |
| 18 | Visitor's Hostel |
| 19 | Park -67 & Marriage Park |
| 20 | Park in front of park- 67 |
| 21 | Type-IA houses |
| 22 | VH-2 & Media Lab |
| 23 | Type III apartment |
| | |

| Sr. No. | Particulars | Frequency of time (In a year) | Total wild grass cutting Area (approx.) covered under this Zones (in Acres) |
|---------|--|-------------------------------|---|
| 1 | Footpath area in Zone I to II and Zone V to VI | 2-3 | 7.41 |

| | | | |
|----|--|---|--------------|
| 2 | Near park H. No. 4093, 4098 and 482 | 1 | 0.75 |
| 3 | Dog feeding Zone | 3 | 0.50 |
| 4 | Near park H. no. 319, 324 and 337 | 2 | 0.70 |
| 5 | Cycle stand main IITK gate | 2 | 0.30 |
| 6 | Near park H. No. 217, 21, 257 and 4005 | 3 | 1.5 |
| 7 | ACES half ground | 1 | 3.14 |
| 8 | Amla Bag | 1 | 1.5 |
| 9 | Sub-Stations | 4 | 1.75 |
| 10 | Vacant houses | 2 | 6.70 |
| 11 | New allotment houses | 1 | 1.50 |
| 12 | Ramlela & Balmiki Aashram | 1 | 3.15 |
| 13 | Near Park H. No. 141 | 1 | 0.25 |
| 14 | Swimming Pool | 3 | 0.50 |
| | Total | | 29.65 |

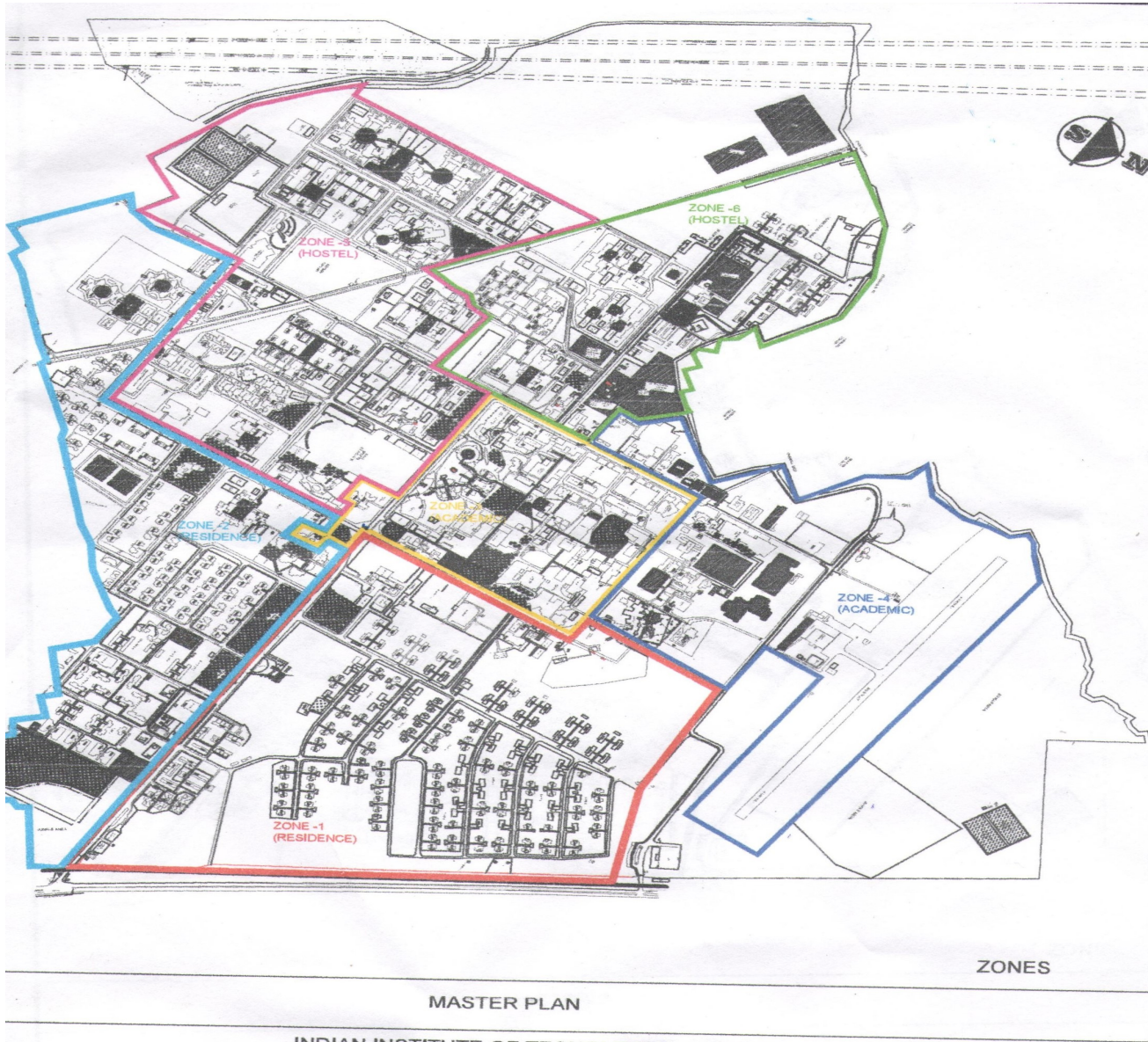
*The area given is approximate and it includes all open spaces, outdoor structures/infrastructure area etc. The actual area of maintenance must be ascertained by the agency by site visits

Standard for Maintenance

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| <p>1. Area within the zones excluding built up structures, pathways etc. are to be maintained for this contract. This area is termed as Horticulture area.</p> <p>2. Horticulture area may include</p> <ul style="list-style-type: none"> ✓ Lawn Area ✓ Park area ✓ Flower beds for seasonal plants ✓ Rose beds ✓ The area demarcated for perennial/permanent plant and shrubs ✓ Open space area ✓ Grass cutting ✓ Forest area ✓ Pristine area ✓ Potted plants ✓ Trees ✓ Hedges/edges ✓ Group setting of trees/shrubs |
| <p>3. All existing open spaces, parks, lawn, and forest areas should be maintained as per the CPWD works manual.</p> |
| <p>4. Seasonal plants should be replaced by the perennial plants wherever possible as part of green initiatives</p> |

5. Dried leaves must not be removed from the premises as far as possible (or as instructed by the competent authority through SE, IWD in special cases) and mulching should be done as part of green initiatives unless there is significant constraint.
6. Electric equipment should be used as part of green initiatives
7. Sprinklers and drip irrigation schemes should be used as part of green initiatives

Master plan showing Zones 1 to 6 of the IITK Campus



12) SCOPE OF WORK

Bench mark for Zone I to II and Zone V to VI

| | | |
|---------------------|-----|--|
| Name of work | | Horticulture work in Zone I to II and Zone V to VI (Institute & New Nursery, Director's Residence, MRF Block- A to D, Outreach, Auditorium, VFA, Old & New SBRA, VH & IH, Type-III apartment etc.) |
| 1 | i | The Contract is for maintenance of horticulture work and shall be carried out-as per the schedule of work required for the area of service daily/ weekly/ seasonal/ annually and as and when required as per the direction of Competent Authority through Superintending Engineer, IWD. |
| | ii | The workers deployed must be rotated among the Zones and Director's residence for more productivity and as per direction of Competent Authority through the Superintending Engineer, IWD. |
| | iii | Maintenance of garden features items: Complete maintenance of the entire garden features at IITK campus i.e. lawn, parks, trees, shrubs, hedge, flower beds, rose beds, foliage, creepers, pot plants, etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, dry leaf removal, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as per direction of Competent Authority through the Superintending Engineer, IWD. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises) |
| | iv | Maintenance of Hedge/edge items: |

| | | |
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| | | Complete maintenance of the entire hedge/edge including cutting, removing of cut materials, cleaning, hoeing, of hedge/edge beds, watering, manuring and applying insecticide and fungicides etc. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises) |
| | | Tree maintenance up to 5 years old tree: Complete maintenance of the trees (outside garden features/Roadside) including making of basin at regular interval including watering, weeding, anti-termite treatment, application of the fertilizer etc. and as per instructions of Competent Authority through the Superintending Engineer, IWD |
| | v | Pruning /Trimming of trees; Minor/light pruning with help of ladder & other necessary tools and trimming of small branches of trees from ground level, removal of pruned branches leaves, including broken down tree in thunderstorm. As per as per instructions of Competent Authority through the Superintending Engineer, IWD as and whenever required. |
| | | Maintenance of open Area: Clearing of undeveloped area/jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared. |
| | vi | Plantation of new trees, shrubs, herbs including flower beds, hedges, edges should be done as per the requirement from time to time/season, Plantation drive of IITK , institutes policies of adoption of permaculture /creation of forests etc. as per the standards given Annexure :3 (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises) |
| | vii | Potted plants arrangement: Maintenance of potted |

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| | | plant earthen pot in displayed at only at front entrance/office complex/landscaped areas. including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required |
| | viii | Cleaning, sweeping, and removing of dry leaves from lawn, hedges, edges and potted plants should be done as and when required. Mulching is encouraged wherever possible |
| | viii | Cleaning of wild growth from the entire Zone (I to II & V to VI and Director's residence) areas within the boundaries of the premises and including the footpath should be done as required. |
| 2 | ix | Any other horticulture operation required in any Zone of campus as per Institute requirement during the contract period shall also be carried out by the contractor, as per direction of Competent Authority through the Superintending Engineer, IWD. |
| Frequen cy of work | 1 | Mowing of lawn with lawn mower once in a month from July to October as and when required for the remaining months or as directed by Competent Authority through the Superintending Engineer, IWD should be done time to time. |
| | 2 | Cutting of hedges, edges and shrubs should be done as and when required. |
| | 3 | Cleaning of Hedge and Edge as per requirement should be done. |
| | 4 | Flower beds, shrubs, hedges, edges etc. will be irrigated according to day-to-day requirement so as to ensure that the grass and the plants look healthy and green at all times, to the satisfaction of the Competent Authority. Water shall be provided by the Institute, free of cost. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises) |

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| 5 | All the flower beds should be inter-cultured fortnightly or after every irrigation. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises) |
| 6 | Maintenance of rose bed: In addition to the maintenance, cutting of plant, root opening, filling of the bed and application of manure and fertilizers must be done once in a year, during the month of October or as directed by Competent Authority through the Superintending Engineer, IWD. |
| 7 | Maintenance of canna, lily bulbs and rhizomes: In addition to maintenance, once a year proper digging and manuring of beds should be done . |
| 8 | Fertilizer, manure as required and agreed by (the Competent Authority through the Superintending Engineer, IWD) are to be procured by the contractor and will be reimbursed on actual basis. Manure from drum composting facilities will be provided to the institute free of cost. |
| 9 | Organic Insecticide and fungicide shall be preferred for spraying as and when required. In case organic Insecticide and fungicide are not effective, chemical Insecticide and fungicide may be used with the permission of Competent Authority through the Superintending Engineer, IWD. The bills of such purchase will be paid as per actuals. |
| 10 | Maintenance of open space within zone (I to II & V to VI and Director's residence) areas should always be clean with no wild vegetation grown. |
| 11 | All the landscaped area/lawns/open spaces/parks/footpaths should be kept free from weeds, wild growth, unwanted growth, and any other foreign growth by rooting them out. |
| 12 | Cutting of fallen and dried trees and their logs shall be deposited own his cost at central nursery or any location decided by the competent authority. |
| 13 | Preparation compost manure by dry leaves, grass etc. |

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| | | should be done as per the direction of competent authority at the specified location of horticulture waste. The removal outside premises are encouraged only, if there is a limited space. |
| | 14 | Shaping/settings of trees/bushes is be done time to time. |
| | 15 | Preparation of new plant/trees by cutting/gooti/layering should be done time to time/season. |
| | 16 | Collection of seeds through prepared plants and sowing of seeds should be done time to time/season. |
| | 17 | Minor leveling of lawn should be done time to time or as and when required. |
| | 18 | If the trees are tall/dangerous the contractor has to engage experts workers for executing the tree cutting work for which no extra payment will be made. |
| | 19 | The contractor has to remove the horticulture waste such as grass, leaves, tree branches etc. from above areas to designated locations decided by the Competent Authority through the Superintending Engineer, IWD. |
| | 20 | Maintenance of Potted Plants at Nursery in Earthen pot including resetting/ displaying at Nursery, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at specified place as directed by the Competent Authority through the Superintending Engineer, IWD. |
| | 21 | Decoration by flower pots including loading and lifting from different places on any special occasion like convocation/seminar/conferences/independence day/republic day etc. should be done within the scope of this work. |

13) SPECIAL CONDITIONS

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| 1 | The contractor has to ensure that the plants, lawns, shrubs, herbs, bushes and potted plants etc. in the above mentioned building premises / foot pathways/roads are kept well pruned, well trimmed and in a healthy state at all times. The dead or decayed portion of the horticulture shall be promptly replaced. |
| 2 | The contractor shall have to work under the overall control of the Competent Authority through the Superintending Engineer, IWD. |
| 3 | The contractor shall have to appoint a qualified person with a degree in B. |

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| | Sc. Agriculture/science graduate with 08 years experience of Horticulture work who should be able to develop a complete plan for horticulture in respective zones for every 6 months, should be able to present innovative/sustainable ideas to upgrade the landscaping in the institute with minimum use of water, give necessary training to the workers, supervise the work and also efficiently deploy manpower for improved productivity. |
| 4 | If penalty is imposed three times by the Institute during the contract period. The process for termination of contract shall be initiated. |
| 5 | All the work should be carried out as per CPWD specifications for horticulture works and as per CPWD Maintenance manual or as directed by the Engineer in Charge appointed by SE, IWD through approval of competent authority. |
| 6 | 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. |
| 7 | All guidelines issued by Government of India time to time related to covid shall have to be followed and implemented by the contractor at work site. The contractor have to quote the rates accordingly, no claim on this account shall be entertained at all the stage. |
| 8 | Garbage /Malba/ Construction waste etc. present at the areas within the zone of work must be informed to the facility care taker for alerting institute authorities for timely removal |
| 9 | Power points shall be provided by the Institute on the suitable places as per requirement for tapping the power supply for the use of machines. The suitable space for the parking of Machines / complaint office shall be provided with in the area with the approval of competent authority through SE, IWD. |
| 10 | Mechanism to lodge and respond to complaints |
| | The agency will provide an effective mechanism to respond to the complaints by students/staff/faculty/guest etc. lodged through the complaint management mechanisms of institute and will resolve the complaints within 2 hours of receipt of complaint. A penalty of Rs 1000/- will be imposed on any pending complaints beyond 24 hours |
| 11 | The agency must also create and deploy an Immediate Response Strategy for all types of complaints pertaining to horticulture, within IIT Campus. |
| 12 | Assessment of Performance: Performance of the agency will be assessed on the basis of: |
| a) | Feedback of students/staff/faculty/guests/hall in charge with respect to level of cleanliness and maintaining a green outdoor environment in the campus |

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| | at all times in the campus at all times etc. |
| b) | Time taken to respond and resolve the complaints etc. |
| c) | Efficiency of the complaint redressal system etc. |
| d) | Rating given by an internal committee to assess the performance based on predefined parameters |
| 13 | Area under contract must be maintained as per the standards and scope of work and nothing extra will be paid for maintaining beyond the scope |
| 14 | Any fault regarding Civil, Electrical and Air Conditioning as noticed at these areas including leaking pipes should be informed to the concerned Zonal In-charge of the area . |
| 15 | The agency will facilitate providing information required for preparation/ updating the detailed landscape map of areas/locations to be with color fill legends for each item. These map will also serve as a bench mark of performance assessment. |
| 16 | The contract shall be drawn for a period of 12 calendar months from the date of commencement of work. However, in case of unsatisfactory performance of the contractor found frequently, the contract may be terminated on the basis of performance report of the Competent Authority through the Superintending Engineer, IWD. |
| 17 | Safety devices and equipments shall be provided by the contractor to all his workmen on duty as required. |

Conditions of Least Cost system

| Sr No. | Areas | Least Cost System (LCS) | Indicator |
|--------|--|---|--|
| 1. | Horticulture and Landscaped areas | All areas must be maintained as detailed in scope of work and the standards in Annexure 3. All works have to be carried out as per agreed SOP, SEASONAL Plan & SOP approved by Institute and as per CPWD Maintenance manual and CPWD DSR, DAR & SPECIFICATION (HORTICULTURE & LANDSCAPING) | Green, sustainable horticulture with well-maintained Landscape |
| 2. | | Manual brooming to be done in unpaved areas/lawn with spray of water. | |

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| 3. | System for lodging and redressing of complaints | A robust system for lodging and redressing of all complaints should be maintained as detailed in Special conditions should be used for resolution of complaints | A functional system enabling tracking of complaints and their resolution. |
| 4. | Horticulture Tools, consumable and Equipment | All tools and equipment should be functional and in good working condition at all times. | |
| | | Minimum stock of approved spares/chemicals/consumables /machines should be maintained at all times. | |
| | | Only approved brands of brands of consumables should be stocked and used if required | |
| | | Machinery, equipment of only approved makes to be used. | Documentary evidence |
| 5. | Horticulture workers | Manpower as per agreed deployment should be available at all times as per direction of competent authority through Superintending Engineer, IWD. | As per the agreement |
| | | All staff should be in uniform. | |
| | | Personal grooming should be as per acceptable standards. | |
| | | All employed staff should be above 18 years of age. | <ul style="list-style-type: none"> • For claiming of EPF, EDLI and ESI, 100% attendance should be marked in Biometric attendance machines to be arranged the Contractor at selected locations of the campus. • 100% complaint to be attended. |

| | | | |
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| 6. | Maintenance of records | Daily log of manpower, equipment deployed, consumables used should be maintained | Meticulously maintained logs accessible to Institute officers. |
| | | All bills related to procurement must be part of the log and the register must be submitted along with bill copies for verification by institute officers at the time of bill claims. | |
| 7. | Training of workers | The fortnightly training of the horticulture workers is mandatory and same shall be conducted by the agency. | The duly signed sheet by the workers shall have to be submitted to the Institute |

General Guidelines

| | |
|----|--|
| 1. | <p>Assessment of Performance: Performance of the agency will be assessed on the basis of:</p> <p>a) Feedback of students/staff/faculty/guests /warden in charge with respect to level of maintenance of green campus at all times etc.</p> <p>b) Time taken to respond and resolve the complaints etc.</p> <p>c) Efficiency of the complaint redressal system etc.</p> <p>d) Rating given by an internal committee to assess the performance based on predefined parameters</p> |
| 2. | The contractor have to make own arrangement for keeping all machines & attachment inside the campus including its safety and security. The Institute will provide temporary open space inside the campus. |
| 3. | The rates quoted shall be inclusive of all running charges of machines/equipment i.e. Fuel/diesel / battery charges, labour, T&P etc including its Maintenance (routine, preventive and breakdown) of machines shall have to be made by the contractor. |
| 4. | The agency must also create and deploy an Immediate Response Strategy for all types of complaints related to the work within IIT Campus. |
| 5. | All activities are come under control of competent authority through Superintending Engineer, IWD of the Institute. The contractors have to take the daily instructions from him. |
| 6. | <p>i. 100% manpower as per agreed deployment should be made available at all times</p> <p>ii. Personnel grooming should be as per acceptable standards.</p> <p>iii. All employed staff should be above 18 years of age.</p> <p>iv. Daily log of deployment of machines, equipment, consumables & manpower used should be maintained by the contractor with the daily checking by the competent authority through SE, IWD.</p> |
| 7. | <p>Penalties shall be imposed as per the following details:</p> <p>i. If any machine /equipment is found to be non-functional, then a penalty of Rs. 5000/- per 24 Hours will be levied.</p> <p>ii. On receipt of non-maintenance of horticulture areas/landscaped areas of block/parts/whole premises, the pro-rata cost of that part based on the quoted rates shall be deducted from the running bills of the agency.</p> <p>iii. The penalties imposed shall be deductible from payments due to the contractor.</p> <p>iv. The agency will resolve the complaints within 1 hour of receipt of complaint. A penalty of Rs 1000/- will be imposed per pending complaint beyond 24 hours of registration in institute complaint management apps.</p> <p>NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises</p> |

TERMS & CONDITIONS

| | | |
|------------|---|---|
| 1 | : | Liability of the agency with respect to Labour /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 SE, IWD permits and agrees to it. The Agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act/law which the Agency is bound to follow. |

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| 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 cover its personnel under Insurance for personal accident and death whilst performing the duty and the Institute shall own no liability and obligation in this regard. |
| 1.5 | : | The Agency shall issue identity cards/identification documents to all its employees who will be instructed by the Agency to display the same. |
| 1.6 | : | <p>The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel. Each monthly bill must accompany:</p> <ol style="list-style-type: none"> a. List of employees with daily log sheet of manpower engaged by the agency during the month. b. The amount of wages (The Agency shall ensure that minimum wages are paid to all the employees with all the benefits (such as EPF, EDLI & ESIC etc.). c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC & attendance of all workers as per face screening biometric machines. d. The Agency shall also prepare a register indicating all payments/dues in respect of all the employees. |
| 2.0 | : | <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. Minimum wages rates shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to the Government notification so as to enable the Agency to meet the statutory obligation. Necessary proofs of such actual payment made |
| | | <p>As a result of Govt. notification of the previous month shall be submitted by the Agency to Competent Authority through SE, IWD following month failing which the bill be kept pending.</p> <ol style="list-style-type: none"> d. Minimum wages payable to the employees shall be as per Central Govt. notification for minimum wages, or as notified from time to time. e. All tools and equipment's and consumable with the date of purchase/damage |

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| | | must be recorded in the register with all related bills n and should be submitted for reference of institute at the time of verification of bills if required |
| 3.0 | : | Indemnification: The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency. |
| 4.0 | : | Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the' other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract. |
| 5.0 | : | General Conditions of Contract: |
| 5.01 | : | The Competent Authority through SE, IWD shall be authorized to give instructions to the Horticulture In Charge of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender. |
| 5.02 | : | The working generally shall be carried out in accordance with the scope and as per directions of the Competent Authority through SE, IWD of the work. |
| 5.03 | : | The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation. |
| 5.04 | : | The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority through SE, IWD in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the Interpretation by Institute in respect to fall matters shall be final and binding. |

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| 5.05 | : | The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Competent Authority through SE, IWD and nothing extra shall be paid on this account. |
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| 5.06 | : | 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. |
| 5.07 | : | The Agency shall transport the garbage/malba/horticulture waste only to the locations specified by the Institute and shall not stack garbage building material/malba elsewhere of the Institute land or road or on the land owned by any other. Non-compliance will attract severe penalty. |
| 5.08 | : | The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules. |
| 5.09 | : | No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises. |
| 5.10 | : | The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute. |
| 5.11 | : | No assistance of any kind shall be made available by Institute for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. |
| 5.12 | : | 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. |
| 5.13 | : | 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. |
| 5.14 | : | 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. |

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| 5.15 | : | 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. |
| 5.16 | : | The Agency shall not employ any person below the age of 18 years. |
| 5.17 | : | The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority through SE, IWD in writing. The register indicating machines numbers etc. For identification will be prepared on the day of start of work and will be open for inspection by. Competent Authority through SE, IWD. |
| 5.18 | : | If any material is not mentioned in tender document, but required at site for O&M work, shall be brought by Agency as per requirement. |
| 5.19 | : | The Institute shall not be responsible for any loss of material used by the Agency at site. |
| 6.0 | : | 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. |

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| 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. |
| 7.0 | : | <p>What the Institute will provide to the agency: Once the contract is awarded, the Institute will provide the following to the agency:</p> <ul style="list-style-type: none"> a. Space (as available) for setting up of a control room/and storage of consumables if required b. Internal EPABX line to be used as a helpline for O&M services |
| 8.0 | : | 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. |
| 9.0 | : | 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. |
| 10.0 | : | 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. |
| 11.0 | : | The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will <u>at all times</u> remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including <u>but not limited to their</u> salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract |
| 12.0 | : | 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. |
| 13.0 | : | 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/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. |

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| 14.0 | : | 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. |
| 15.0 | : | 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. |
| 16.0 | : | 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. |
| 17.0 | : | In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD. |
| 18.0 | : | 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. |
| 19.0 | : | The Agency/Firm/Agency/Firm shall not appoint sub-Agency/Firm to carry out any obligation under the contract. |
| 20.0 | : | The Agency/ Firm shall be equipped to give the services on all days of the month including gazette holidays if required i.e., round the period of contract as work specified in NIT. There will be no separate payment for three National Holidays i.e., Republic Day, Independence Day and Gandhi Jayanti and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm. |
| 21.0 | : | None of the employees of the Agency/ Firm shall enter into any kind of private work at the different campuses of the Institute during working hrs. |
| 22.0 | : | 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. |

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| 23.0 | : | 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. |
| 24.0 | : | The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of Mechanized cleaning work of the campus from the Competent Authority through SE, IWD. |
| 25.0 | : | 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. |
| 26.0 | : | <p>The Agency/ Firm shall in no case pay his employees less than the minimum mandatory rates of wages per day / month. The payment should be made through RTGS or by cheque in the presence of authorized Institute representative and a record of that should be kept in a Register which may be examined by the Institute at any time. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk and cost of the Agency/ Firms. The Agency/Firm shall make payments to his employees with details on pay slips</p> <p>Which should be given to his employees at the time of payment and copy of the pay slip to be submitted to IIT Kanpur every month for records.</p> |
| 27.0 | : | Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996 and its amendments. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction. |
| 28.0 | : | The Institute can increase and decrease the scope of the contract in case there is an increase or a decrease in area to be maintained, and also depending on change in functioning of Institute facilities with prior notice of 30 days. The increase/decrease in the scope of the contract would accordingly affect the billing on pro-rata basis. |
| 29.0 | : | Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative. |

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| 30.0 | : | IIT Kanpur is a 'No SMOKING ZONE' The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus. Any violation will be treated as per existing rules of IIT Kanpur. |
| 31.0 | : | 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. |
| 32.0 | : | 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. |
| 33.0 | : | 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. |
| 34.0 | : | Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/Firm or its deployed staff from the Institute for such items. |
| 35.0 | : | Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified. |
| 36.0 | : | No Joint ventures are allowed to participate in tendering. Sub-letting is not be allowed. |
| 37.0 | : | <u>No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is applicable in this NIT/ Contract.</u> |
| 38.0 | : | All staff to employ by the Agency/ Firm will be deployed in consultation with the Competent Authority through SE, IWD or his representative before their deployment for the above job for security clearance etc. |
| 39.0 | : | Deviation can occur on excess side after prior approval of Competent Authority through SE, IWD only if additional area is added in existing scope of work. Negative deviation is permissible as per directions of Competent Authority through SE, IWD. If the Competent Authority through SE, IWD approves reduction in manpower, material or machine no recovery shall be made from contractor for this. |

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| 40.0 | : | Scrutiny/evaluation of the technical-cum-commercial bid shall be done by the committee. In case, it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications/requirements and/or contains too many deviations, the committee reserves the right to reject the technical bid of such firms(s) without making any reference to the tenderer(s). |
| 41.0 | : | Necessary clarifications required by the committee shall have to be furnished by the tenderer within the time given by the committee for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department/institute as and when so desired. In case, in the opinion of the committee a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference. |
| 42.0 | : | 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. |
| 43.0 | : | <p>TERMS OF PAYMENTS</p> <p>Monthly Account Payment shall be processed only after submission of document of payment of wages to the workers and submission of contribution receipts of EPF & ESI of workers as applicable. Bidder should note that necessary documents (PAN card, Cancelled cheque, GST Reg. proof and RTGS mandate form as per prescribed proforma of IIT Kanpur) be submitted as soon as the work is awarded to them. Separate Contractor's Code shall be generated in IIT Kanpur if the bidder is a new contractor to IIT Kanpur ('Code' is perpetual in nature). Payment shall be processed after submission of Invoice and necessary documents / certificates (as mentioned in the NIT). There is a prevailing practice of pre- audit of alternate bills at IIT Kanpur before releasing payment. Bidder shall have to comply all necessary documents as outlined in the Contract as to be desired by the Auditor and or by the accountant. It may take one month in the whole process (from submission / acceptance of bill in CMB / MB by the contractor up to processing by Accounts section) to release payment subject to quick compliance of all submittals by the contractor. Applicable Taxes shall be got deducted from the bill as per prevailing orders of the Government. 'GST part of the bill' shall be released after submission of proof of payment of GST, i.e., B2Bchallan, etc. by the contractor.</p> |
| 44.0 | : | <p>RATES:</p> <p>The rates quoted by the tenderer, shall be firm and inclusive of all taxes (excluding 18% GST as applicable), duties, levies, etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing and commissioning etc. at site including temporary construction of storage, risks overhead charges, general liabilities/ obligations.</p> |
| 45.0 | : | <p>Institute has a policy against sexual harassment and is committed to providing an environment free from sexual harassment of women at the workplace. Contractor shall have to abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.</p> |

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| 46.0 | : | That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority through SE, IWD in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute. |
| 47.0 | : | 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. |
| 48.0 | : | EPF, EDLI & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed. |
| 49.0 | : | <p><u>DISPUTE RESOLUTION</u></p> <p>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.</p> |

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| 51.1 | : | <p>Arbitration Clause</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.</p> <p>e) The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.</p> <p>f) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.</p> <p>g) Except as otherwise provided anywhere in this Agreement, the Arbitration proceedings shall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.</p> |
| 51.2 | : | <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> |

Special Conditions of contract

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

In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
3. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
4. 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.
5. 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.
6. 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.
7. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Office.
8. The Agency/ Firm will provide Name Address, Telephone No., Proof of identity and address & Photographs of its employees posted at IITK to Works Department for records.
9. The Agency/ Firm shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

- 10.** 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.
- 11.** In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD.
- 12.** That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor the Agency/ Firm workers shall have no right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ 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.
- 13.** The Agency/ Firm shall not appoint sub-Agency/ Firm to carry out any obligation under the contract.
- 14.** The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
- 15.** If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Competent Authority through SE, IWD of the Institute on any part of the said campus, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the Competent Authority through SE, IWD and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Competent Authority through SE, IWD shall be final and binding of the Agency/ Firm.
- 16.** The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to Competent Authority through SE, IWD.
- 17.** 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.
- 18.** The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of all services within the scope of contract at the mentioned areas of campus of the Indian Institute of Technology Kanpur from the Competent Authority through SE, IWD.
- 19.** Minimum wages shall be paid by the Agency/ Firm at the rate fixed by Central Government. Arrears, if due as a result of increase in minimum wages would be reimbursed to the Agency/ Firm on submission of proof of actual payment to the worker as per hand receipt. In case of half Yearly increase in Minimum wages /VDA by the Central Government as per minimum wages act, the Agency/ Firm will submit copy of gazette notification to the Institute and the same will be considered for payment..
- 20.** Whenever a new area is developed within the zone, the existing team will maintain that area and nothing extra will be paid. Only initial development will be done by the Institute.

- 21.** 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.
- 22.** 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 Competent Authority through SE, IWD of IIT Kanpur.
- 23.** To ensure proper up keeping of all the specified area all over the campus, the Competent Authority through SE, IWD may ask the facilities in-charge or any such representative to coordinate with each Deptt. / Centre Unit in charge as the case may be.
- 24.** The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
- 25.** The Institute can increase or decrease the manpower requirement in case there is a further increase or decrease in area or if there is any change in the functionality of the area to be maintained. The increase/ decrease in manpower would accordingly affect the billing on pro-rata basis.
- 26.** Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
- 27.** A Separate challan must be submitted for the payments of ESI & EPF of its employees deployed only at the Institute for the specific work agreement.
- 28.** Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative.
- 29.** 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.
- 30.** 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.
- 31.** For ESI/EPF/EDLI/GST shall be reimbursed, if applicable, only on the production of documentary proof of payment to the concerned authorities/ departments for the particular project.
- 32.** The Agency/ Firm must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Clients office. The Agency/ Firm should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client/Agency/ Firm must employ adult and skilled personnel only.
- 33.** Employment of child labour shall lead to the termination of the contract at the risk and cost of the Agency/ Firm. Agency/ Firm shall deploy/ engage reliable persons at client after

proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities Agency/ Firm shall intimate the details like name, age parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.

- 34.** Agency/ Firm 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.
- 35.** Agency/ Firm should at all times indemnify Client against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938 ; the workmen compensation Act, 1932 ; Industrial Disputes Act, 1947 ; Maternity Benefit Act, 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.
- 36.** 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.
- 37.** Tenderer should not have conflict of interest. The tenderer found to have conflict interest shall be disqualified.
- 38.** No. Joint ventures are allowed.
- 39.** 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
- 40.** Negative deviation is permissible as per directions of Competent Authority through SE, IWD.
- 41.** Training of the workers of the site as per Skill India program under National Skill Development Corporation, (NSDC norms and conditions) are to be provided.

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS]

To

Superintending Engineer, IIT Kanpur

Subject: Submission of Bid for the work of “ Horticulture work in Zone I to II and Zone V to VI (Institute & New Nursery, Director's Residence, MRF Block- A to D, Outreach, Auditorium, VFA, Old & New SBRA, VH & IH, Type-III apartment etc.) of IIT Kanpur”.

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly signed by authorized signatory of the Bidder)

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 Part**;

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 Part**;

WHEREAS, the Institute/Buyer has floated the Tender bearing No. _____ (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organization procedures, contract(s) for _____

_____ (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 BIDDERS are 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.

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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:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. 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:-

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- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 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.
- 3.6 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.
- 3.7 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.



- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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.
- 3.13 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.

Disqualification from tender process and exclusion from future contracts:

- 4.1 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".
- 4.2 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.

Compensation for Damages:

- 5.1 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.
- 5.2 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

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damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Previous Transgression

6.1 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 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.

6.2 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.

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

7.1 In the case of sub-contracting, the principal/main Contractor shall take the responsibilities of adoption of the Integrity Pact by the Sub-contractor.

7.2 The BUYER will enter into agreements with the identical conditions as this one with all bidders and Contractors.

7.3 The BUYER will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

8. 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.

Earnest Money (Security Deposit)

9.1 While submitting a commercial bid, the BIDDER shall deposit an amount of Rs. _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft in the favour of The Registrar, IIT Kanpur.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days

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without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

9.2 The Earnest Money (Security Deposit) should be valid up to a period of 45 days beyond the validity of the quote.

9.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

9.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

10.1 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 with any other contract for any other stores, such outstanding payment could also be utilised 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

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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.

10.2 The BUYER will be entitled to take all or any of the actions mentioned at para 10.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one 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.

10.3 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.

Fall Clause

11. 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.

Independent Monitors

12.1 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

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- 12.2 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.
- 12.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 12.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 12.5 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.
- 12.6 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. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, from an entity wherein he is or has been a consultant, the IEM shall inform the Director, IIT Kanpur and rescue himself/herself from that case.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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).
- 12.11 Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both the 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 evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

12.12 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.

12.13 The word "**Monitor**" would include both singular and plural.

Facilitation of Investigation

13. 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.

Law and Place of Jurisdiction

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

Other Provisions

15.1 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.

15.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

15.3 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/main contractor shall take responsibilities of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be tri-partite arrangement to be signed by the Institute/Buyer, the Contractor, and the sub-contractor.

15.4 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15.5 Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.

15.6 In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Validity

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- 16.1 The validity of this Integrity Pact shall be from 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 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.
- 16.2 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 to 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: **Indian Institute of Technology Kanpur**
(Authorized Signatory)
 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. |

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 | Docu ments | Content | File Typ es |
| 2 | | Turnover certificate as per 3.1 (Format: Form A) | .PDF |
| 3 | | Solvency certificate (Format: Form B) | .PDF |
| 4 | | Form – C duly filled in with supporting documents | .PDF |
| 5 | | Work experience certificate (as per 3.3 & 3.4) | .PDF |
| 6 | | Document of manpower deployment for last three years (as per 3.5) | .PDF |
| 7 | | Acceptance to execute INTEGRITY PACT | .PDF |
| 8 | | Form – E duly filled in with supporting documents (pl refer 3.11) | .PDF |
| 9 | | Copy of PAN card | .PDF |
| 10 | | EPF & ESI Registration | .PDF |
| 11 | | GST Registration Certificate | .PDF |
| 12 | | Back to back undertaking on 100 rupees stamp paper and duly not arise (vide 3.1) | .PDF |
| 13 | | Quality Certificate | .PDF |
| 14 | | PERFORMANCE REPORT OF WORKS REFERRED IN FORMS “C” TO BE SUBMITTED IN FORM “D” | .PDF |
| 15 | | Letter of transmittal | .PDF |
| 16 | | Annexure – 1 duly filled in and signed | .PDF |
| 17 | | Annexure – 2 duly filled in and signed | .PDF |