

8. CONTRACT AGREEMENT:

The contract agreement, inclusive of its enclosures, shall remain in the custody of the Executive Engineer, Works & Estate Department, IIT ROPAR and be made available by him as and when required. Contractor shall however be supplied, an attested copy thereof, free of cost.

- 8.1 Canvassing in connection with tenders is prohibited and the tenders, submitted by the tenderers who resort to canvassing, are liable for rejection.
- 8.2 Tenderers are not allowed to make additions and alternations in the tender document. Any additions and alterations, if incorporated in the tender, shall be at the tenderer's risk since the modified tender is liable for rejection. Conditional tenders violate of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reason. Tenders with conditional rebate are liable for rejection at the sole discretion of the institute.
- 8.3 The contractor shall have to make his own arrangement of water. The withdrawal of water from the network of the Institute shall not be allowed. No charges shall be recovered if the contractor develops tube well at site and pumping arrangement at his own cost. The contractor shall have to seek permission of digging tube well etc. for water arrangements from Engineer-in-charge.
- 8.4 Temporary electrical connection (single / three phase) shall be provided by the Institute from its distribution network and the charges shall be realized at the prevalent commercial tariff of the institute, presently recovery rate is Rs. **7.57** per unit on the basis of actual consumption through a separate sub-meter under the control of the Engineer-in-charge. If the rates are revised in future the same shall be applicable to the contractor. The contractor at his own cost shall arrange the cable for service connection and the sub meter.
- 8.5 Cement and steel for the work shall be arranged by the contractor on his own. No material shall be supplied by the Institute except where specifically mentioned in Schedule 'C'.

9.0 ARBITRATION:

In the unfortunate situation of any and all differences, disputes, disagreement and controversies arising in any manner under this Contract, which cannot be settled by mutual agreement between IIT Ropar and the successful bidder, the matter shall be submitted to arbitration.

All provisions of Arbitration and Conciliation Act 1996 (with amendments) shall apply and the place of Arbitration shall be Rupnagar, Punjab. The language of the Arbitration proceedings shall be English. The number of Arbitrators shall be ONE which shall be appointed by Director; IIT Ropar. The court which would have jurisdiction in the matter is Rupnagar, Punjab.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted.
2. The contractor shall get the source of all other materials, not specified else where in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
3. The contractor shall also submit bar bending schedule for approval of Engineer –in – charge before execution.
4. Material Inspection:
 1. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
 2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
 3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
 4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
 5. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on

receipt of the same at site before use.

6. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

CONTRACTOR

(Executive Engineer)
For and on behalf of
Director, IIT ROPAR

ADDITIONAL TERMS AND CONDITIONS

1. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
2. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
3. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 4a. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 4b. The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
- 4c. The work of water supply, internal sanitary, lift, fire fighting installations and drainage etc. shall be carried out as per the bylaws. The contractor shall obtain such NOC from respective authorities.
5. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity, lift and firefighting etc. and nothing extra whatsoever shall be payable for the same.
6. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given

- in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 7a. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR- 2016 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.
 - 7b. In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.
 - 7c. For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.
 8. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
 9. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
 10. In case the supply of timber/steel frames/shutters for doors, windows etc. is made by some other agency, the contractor shall make necessary arrangements for their safe custody on the direction of the Engineer-in-charge till the same are fixed in position by him & nothing extra shall be paid on this account.
 11. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
 12. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
 13. Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 23 of CPWD specification 2009 Vol. I with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer-in-

charge or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the same is maintained in the standard proforma.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

Date of receipt	Quantity received	Progressive total	Date of issue	Quantity issued	Items of work for which issued
1	2	3	4	5	6

PARTICULARS OF ISSUE

Qty. returned at the end of the day	Total issued	Daily balance in hand	Contractor's initial	JE's initial	Remarks (AE/EE's periodical check)
7	8	9	10	11	12

14. In case of concrete and reinforced concrete work, the contractor shall be required to make arrangements for carrying out compressive strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, their proper curing and carriage up to the laboratory where the tests are to be got conducted. The cube tests may be performed at institute / site laboratory approved by the Engineer-in-charge.
15. In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD Specifications 2009 Vol.I & II with upto date correction slips the higher of the two frequencies of testing shall be adopted. Nothing extra shall be payable to the contractor on this account.

16. **ADDITIONAL TERMS & CONDITIONS FOR QUALITY OF BRICKS**

Bricks shall conform to CPWD Specifications 2009 Vol.I & II and Bricks of quality first class local available shall be used by the Contractor in place of class designation 75 mentioned in all the items using bricks in Bill of Quantity.

17. The contractor shall provide approved type of supports for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings. Spacer blocks of required shape and size, MS chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (conbextra as manufactured by M/s Fosroc Chemicals India Ltd. Or approved equivalent) of high early strength. Blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-Charge. Rate of item of steel reinforcement is inclusive of cost of such cover blocks.

18. **CONDITIONS FOR CEMENT:**

- 18.1 The contractor shall procure Pozolona Portland cement (conforming to IS 1489 (part-I) in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more such as A.C.C., Ultratech, J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc. Supply of cement shall be taken in 50 Kg bags, bearing manufacture's name and ISI

marking. Samples of cement, arranged by the contractor, shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cost of the tests shall be borne by the Contractor/department in the manner indicated below.

- a) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned else where in the documents.
- b) By the department, if the results conforms to relevant CPWD Specifications / BIS code or specification mentioned else where in the documents.

- 18.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as directed by the Engineer-in-Charge.
- 18.3 The cement godown of the capacity to store a minimum of 1000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to lock the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the

- contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 18.4 The contractor shall supply free of charge the cement required for testing.
- 18.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement also shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein.
- 18.6 Wet curing period shall be enhanced to a minimum of 10 days or its equivalent. In hot & arid regions, the minimum curing period shall be 14 days or its equivalent.

19. **CONDITIONS FOR STEEL:**

- 19.1 The contractor shall procure TMT bars of Fe 500 D grade from primary producers such as SAIL / TISCO / RINL/JSW and JSPL as approved the by Ministry of Steel.
- a. The TMT bars procured from primary producers shall conform to manufacture's specifications.
- b. TMT bars procured from primary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 500 D grade of steel as specified in the tender.
- 19.2 The contractor shall have to obtain vouchers and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called " the Government") having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____

(hereinafter referred to as "the Bank") hereby undertake _____ to pay to the (Indicate the name of the Bank) Director, IIT Ropar an amount not exceeding Rs. _____ only) on demand by the Government.

(Rs.

2. we _____ do hereby undertake to pay the amounts due and payable (Indicate the name of the Bank) under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. we _____ further agree that the guarantee herein contained shall (Indicate the name of the Bank)

remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Institute that the Institute
(Indicate the name of the
Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to

extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating

to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act

of omission on the part of the government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating

to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. we _____ lastly undertake not to revoke this guarantee except with the previous

(Indicate the name of the
Bank)

consent of the Government in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ For _____

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. _____ **for the work of** _____

Dear Sir,

It is here by declared that IIT Ropar is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Ropar.

Yours faithfully

**Executive Engineer
IIT Ropar**

To,

The Executive Engineer,
IIT Ropar, Nangal Road,
Rupnagar -140001

Sub: Submission of Tender for the work of _____

Dear Sir,

I/We acknowledge that IIT Ropar 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 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 IIT Ropar. 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, IIT Ropar 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 authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....
BETWEEN

Director IIT Ropar represented through Executive Engineer IIT Ropar, (Hereinafter referred as the (Address of Division) „Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. _____) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could

- obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner"s absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by

him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Ropar.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

PART - C

FORMAT "A"

Name of work			Civil Works at various hostels in Transit Campus-1 of IIT Ropar.			
Estimate Cost (in Rupees)			4,24,473/-			
S.no.	Name of component	Estimated cost (in Rupees)	Percentage above or below the estimated cost	% in figures	% in words	Total Amount (in Rupees)
1-	Civil Work	4,24,473/-				
	Total Cost					
1-	Only one of the options is to be filled. More than one option shall be rejected.					
2-	Rate filled in any form shall be considered only in %age.					
3-	Rate filled at any other place in the document shall not be considered.					
4-	No condition shall be accepted.					

Amn

Schedule Of Work

Civil Works in hostels at transit campus-1 of IIT Ropar

Civil Works in hostels at transit campus-1 of IIT Ropar					
Sr. No.	Item Description	Unit	Quantity	Rate	Amount
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	sqm	2500	8.35	20875
2	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade: New work (two or more coats) over and including water thinnable priming coat with cement primer	sqm	2500	93.7	234250
3	Applying priming coats with primer of approved brand and manufacture having low VOC (Volatile Organic Compound) content. With ready mixed pink or grey primer on wood work (hard and soft wood) having VOC content less than 50 grams/litre.	sqm	450	38.45	17302.5
4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	sqm	450	78.4	35280
5	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 meters lead. For thickness of tiles 10 mm to 25mm	sqm	10	31.55	315.5
6	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering:- " 1:2:4 (1 cement :2 coarse sand: 4 graded stone aggregate 20 mm nominal size)	cum	8	5482	43855.6
7	Centering and shuttering including strutting, propping etc and removal of formwork for : Foundations, footing, bases for columns	sqm	5	193.95	969.75
8	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer) of approved make, in all colours, shades except burgundy , bottle green, black of any size as approved by Engineer-In-Charge , in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement :3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	40	744.8	29792
9	Providing and laying Ceramic glazed floor tiles of size 300 X 300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS: 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20mm thick cement mortar 1:4 (1 Cement:4 Coarse sand) jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc. complete.	sqm	15	688.35	10325.3

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10	<p>Providing and fixing ISI marked flush door shutters conforming to IS:2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:</p> <p>35mm thick including ISI marked Stainless Steel butt hinges with necessary screws.</p>	sqm	8	1559.8	12478	
11	<p>35 mm thick factory made Solid panel PVC Door shutter, made out of single piece extruded solid PVC profiles, 5mm(+0.2mm) thick, having style and rails (except lock rail) of size 95mm X 35mm x5mm, out of which 75mm shall be flat and 20mm shall be tapered (on both side) having one side thickness of 15mm integrally extruded on the hinge side of the profile for better screw holding power, including reinforcing with MS tube of size 40mm X 20mm x 1 mm, joints of styles and rails to be mitered cut & joint with the help of PVC solvent cement, self driven self tapping screws & MS rectangular pipes bracket of size 190mm x 100mm of cross section size 35mmx17mmx1mm at each corner. Single piece extruded 5mm thick solid PVC Lock rail of size 115mm x35mm, out of which 75mm to be flat and 20mm to be tapered at both ends, having 15mm solid core in the middle of rail section integrally extruded, fixing the styles and rails with the help of solvent and self driven self tapping screws of 125mm X 11mm, including providing 5mm single piece solid PVC extruded sheet inserted in the in the door as panel, all complete as per manufacturers specification and direction of Engineer-in-charge. Non decorative finish (matt finish)</p>	sqm	7	2718.5	19029.2	
Total Amount					424473	424473

