

**भारतीय सूचना प्रौद्योगिकी संस्थान गुवाहाटी**  
**Indian Institute of Information Technology Guwahati**

बंगरा गुवाहाटी 781 015, भारत  
Bongora, Guwahati 781 015, India



**Tender No: IIITG/Works/43/152**  
**Date: 6<sup>th</sup> November 2023**

**Notice Inviting e-Tender for Providing &  
laying additional water supply pipe line  
to the Boys Hostel from WTP along Lake  
road at Indian Institute of Information  
Technology Guwahati**

**[www.iiitg.ac.in](http://www.iiitg.ac.in)**



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## **SECTION-I**

### **Notice Inviting e-Tender**

On behalf of the Director, Indian Institute of Information Technology Guwahati, online tenders are invited under two-bid system from reputed and experienced agencies for *Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road* at Indian Institute of Information Technology Guwahati as per following schedule:

Sl. No.	Particulars	Details
1	Tender No	IIITG/Works/43/152 dated: 06/11/2023
2	Tender Name	e-Tender for Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road at Indian Institute of Information Technology Guwahati
3	Tender Publishing Date	06.11.2023
4	Location of services to be rendered	IIIT Guwahati Campus, Bongora, Guwahati, Assam 781015, Assam-INDIA
5	EMD	₹20000/-
6	Period of Completion	<b>45 days</b>
5	Site visit if required	During Office hours up to 13.11.2023 on working days.
6	Tender Document	The bid form can be freely downloaded from IIITG Website: <a href="http://www.iiitg.ac.in">http://www.iiitg.ac.in</a> as well as Central Public Procurement Portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) from 07.11.2023 onwards.
7	Tender Fee/Cost of Tender	<b>₹5000.00 (Rupees Five Thousand Only)</b> only shall be submitted through online procedure mentioned in this NIT. <b>The bidder registered under MSME are exempted.</b> <b>The proof of payment has to be submitted along with the technical bid.</b>



8	Earnest Money Deposit (EMD)	<b>Waived off</b> , however, applicant must submit the bid declaration towards EMD The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized and original to be scanned & uploaded
9	Pre Bid Meeting	No pre-bid meeting in this tender.
10	Modifications to tender post pre-bid meeting	Not applicable.
11	Due date and time for submission of Tender	<b>16.11.2023 up to 1500 Hours</b>
12	Date of Opening of Technical Bid	<b>17.11.2023 at 1530 Hours</b> (To be opened electronically in the online e-procurement portal).
13	Validity of offer	90 days from the date of opening of price bid.
14	Opening of Price Bid	Date and time will be communicated vide corrigendum notice in due course of time in the e-procurement portal as well in the Institute's website <a href="http://www.iiitg.ac.in">http://www.iiitg.ac.in</a> .
15	Mode of Submission of Tender	The bidder has to submit online bids i.e. Technical Bid and Commercial Bid through Central Public Procurement Portal ( <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) . No manual bid will be accepted. Bidders can witness electronic opening of bid.
16	Period during which hard copy in Original of Bid declaration form, letter of Acceptance and other requisite documents as per this NIT	Before and up to 1500 Hrs on 16.11.2023 in the office of IIIT Guwahati, Bongora, Kamrup (R), Assam, PIN-781015. (In case of any discrepancy of hardcopy and the submitted soft copy of bid, only the soft copy will prevail)
17	Contact person	Associate Dean (Admin), Indian Institute of Information Technology Guwahati, Bongora, Kamrup (R), Assam, PIN-781015, e-mail: <a href="mailto:adadmin@iiitg.ac.in">adadmin@iiitg.ac.in</a>



- Tender document is available on **CPP Portal** (URL: <https://eprocure.gov.in/eprocure/>) and Institute website i.e. <https://www.iiitg.ac.in/tenderniq>
- Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
- The Institute shall not be responsible for any delay in submission of online Bids. ***The Institute reserves the right to accept or reject any bid, relax/withdraw/add any of the terms and conditions contained in the tender documents or cancel the tender without assigning any reason thereof.*** Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.
- Changes made in the tender documents due to reasons beyond the control of the Institute will be uploaded on the website only and no additional notification will be issued in Newspaper. Please visit our website regularly for any corrigendum/ amendments and submit the bid documents accordingly.
- The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.
- Manual bid/tender will not be accepted under any circumstances.
- Incomplete bids/ documents not conforming to the directions and terms & conditions given in the tender document (including corrigendum/ addendum) shall be rejected without giving any reason. No verbal or written enquiry will be entertained in respect of acceptance or rejection of the tender.
- The benefit of MSME/ NSIC will be given to the firm registered under micro and small category only.

Sd/-

Associate Dean (Admin)  
IIIT Guwahati



## **SECTION-II**

### **Instructions to Bidders**

#### **1. Registration Process**

- 1.1. Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 1.4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- 1.5. 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.

#### **2. Tender Documents Search**

- 2.1. Various built-in options are available in the CPP portal to facilitate bidders to search active tenders by several parameters These parameters include Tender ID, location, date, value, etc.
- 2.2. 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.
- 2.3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be



moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

### 3. Bid Preparation

- 3.1. Bidder should take into account any corrigendum published with respect to the subject tender before submitting his/her bid.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3.3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.4. Bidder, should get ready in advance, 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 and white** option.
- 3.5. 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 certificates etc.) has been provided to the bidders Bidder 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.
- 3.6. **The tenderers are required to visit the IIITG Premise to see the actual place of work execution themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved.**



#### **4. Bid Submission**

- 4.1. Bidder to log in to 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.
- 4.2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3. Bidder to select the payment option as "Off-line" to pay the tender fee/ EMD wherever applicable and enter details of the instrument/ proof of payment.
- 4.4. A standard BoQ format (Annexure-XI) has been provided with the tender document to be filled by all the bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 4.5. The server time (which is displayed on the bidders' dashboard) will be considered as the Indian 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.
- 4.6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- 4.7. The uploaded tender documents become readable only after tender opening by authorized bid openers
- 4.8. 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.
- 4.9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **5. Assistance to Bidders**

- 5.1. Any queries relating to tender document and terms and conditions contained therein should be addressed to Tender Inviting Authority or the relevant contact person indicated in the tender.
- 5.2. Any queries relating to the process of online bid submission or queries relating to





CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is:

0120-4711 508  
0120-4001 002  
0120-4001 005  
0120-6277 787

**Email Support:**

Technical Related: support-eproc@nic.in

## 6. General Instructions to the Bidders

- 6.1. The tenders will be received online through portal [https:// eprocure.gov.in/eprocure/ app only](https://eprocure.gov.in/eprocure/app). In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 6.2. Possession of 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 web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.
- 6.3. Bidders are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at [https:// eprocure.gov.in/ eprocure/ app](https://eprocure.gov.in/eprocure/app).
- 6.4. **Cost of Bidding** - The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

### 6.5. Tender Processing Fee and Bid Security (EMD)

The tender processing fee of ₹5,000/- (non-refundable) is payable online through SBI Collect, failing which the bid will be summarily rejected. The payment link and the steps to be followed are as follows:

<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

**Step1.** Select Category as "Educational Institutions"

**Step2.** Search for IIIT Guwahati

**Step3.** Under Payment Category , select "Tender Fee and EMD" .



**Step4.** Fill all Details and pay.

Note:

1. The Bid Security/ EMD wherever applicable can also be submitted in the form of BG as per the format given at the **Annexure-G**. The bank details of IIIT Guwahati are as follows:

Bank	-	State Bank of India
A/c Name	-	Indian Institute of Information Technology Guwahati
A/c No.	-	34573379424
IFSC	-	SBIN005242
Branch	-	MIRZA

2. This online payment receipt may be provided in the technical e-bid.
3. Tender Processing Fee Exemption is allowed to only eligible bidders

**6.6. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

**6.7. Pre-Bid Meeting**

No Pre-bid meeting will be held for this tender.

**6.8. Documents Comprising the Bid**

The two-bid system will be followed for this tender. In this system, online offer should be submitted under TWO-BID System in two separate e-packets i.e. "Technical eBid" and "Financial eBid".

**6.8.1. Technical bid:** The technical e-bid containing the following documents shall be submitted through CPP Portal:

- 6.8.1.1. EMD /Bid declaration & Tender fee details with receipt. If the proof of Tender Processing Fee submission and EMD declaration is not uploaded along with the technical bid, such bid will not be considered.
- 6.8.1.2. Documents in support of minimum eligibility criteria given in Section-IV required for bidding.
- 6.8.1.3. Details of works of similar class completed as on the last date of submission.
- 6.8.1.4. Copy of Solvency Certificate as per the format (original will be



- required to be scanned and uploaded)  
6.8.1.5. Declaration letter, feedback form etc.

#### 6.8.2. Financial Bid:

- 6.8.2.1. The financial bid shall comprise of the price component indicating the prices for each item. The duly filled BoQ in xls i.e excel format (copy of the BoQ is shown at Annexure-F for illustrative purpose only).
- 6.8.2.2. **Price:** The bidders must quote their price as specified in the prescribed format (BoQ) which has to be downloaded from CPPP/e-Tender portal, to be filled and uploaded. GST shall be payable by the institute as per Rule amended from time to time. However, rates quoted must include all taxes, cess, royalties etc. The total amount must be legible both in words and in figures. In case of discrepancy, the amount written in word will prevail. Illustrative format of BoQ may be seen at **Annexure-F**.
- 6.8.2.3. In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the contractor. The column(cells) meant for quoting rate in figures appears in yellow color. The Rate shall be quoted up to 2 Decimals.
- 6.8.2.4. In addition to this, while selecting any of the cells, a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as "0" (ZERO).
- 6.8.2.5. The tenderer may visit the work site before quoting their rates. Site Address: IIIT Guwahati, Bongora, Kamrup (R), Assam-781015, India. For more site location detail may please contact Work Section IIIT Guwahati.
- 6.8.2.6. Work will be awarded to L-1 Bidder only if his/her bid is otherwise found in order and after approval from Competent level of IIIT Guwahati.



- 6.8.2.7. **The prices once accepted by the Institute shall remain valid till the completion of the contract period.** The Institute shall not entertain any increase in the rates during the period. However, in the event of any reduction or increase in GST/statutory taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase. However, for such cases last day of submission of the tender (including extension if any thereof) will be considered as the base date.
- 6.8.3. Notwithstanding the sub-division of the documents into separate sections or otherwise, every part of each section/ point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- 6.8.4. **Each page of the bid should be numbered properly and to be uploaded in the same order.**
- 6.9. **Bid Currencies** - Prices shall be quoted in Indian Rupees only.
- 6.10. **Period of Validity of Bids**
- 6.10.1. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive. Any benefit for downward reversion of prices, should be extended to the Institute.
- 6.10.2. In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.
- 6.10.3. Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.
- 6.11. **The tender must be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. For Evaluation Purpose Manual submission of bids will not be considered. The Institute may, at its discretion, extend this deadline for submission of bids.**
- 6.12. **Conditional Bids:** Conditional bids are liable to be rejected summarily.



### **6.13. Modifications, Acceptance and Withdrawal of Bids**

- 6.13.1. The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- 6.13.2. No bid shall be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential criteria after the last date of submission of bids.
- 6.13.3. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form.
- 6.13.4. The right of final acceptance of the tender is entirely vested with the Director, IIT Guwahati who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever.

### **6.14. Opening of Technical Bids**

The technical bids will be opened by the Tender Committee as per CPP guidelines on **17<sup>th</sup> November 2023 15:30** at Indian Institute of Information Technology Guwahati.

### **6.15. Clarification of Bids**

- 6.15.1. During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
  - 6.15.2. No Bidder shall contact the Institute authority on any matter relating to its bid after bid opening until the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- 7 If the quantities for some items may not be given in the BOQs, those quantities may be considered as NIL & bidders need not to quote the rates for such items.
- 7.15.1. Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

### **6.16. Evaluation of Technical Bid**



- 6.16.1. Technical evaluation will be done on the basis of meeting Minimum Eligibility Criteria (Ref: Section IV of this bid document) and fulfillment of other terms & Conditions specified in this bid document only based on supporting documentary evidence submitted along with technical bids.
- 6.16.2. Bidders meeting all technical parameters will be declared as Technically Qualified bidders and qualify for opening of financial/price bid opening.
- 6.16.3. The decision of the tender committee/ competent authority will be final and binding in this regard.



#### **6.17. Opening of Financial Bids**

The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by the Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids.

#### **6.18. Evaluation of financial Bids**

6.18.1. In financial evaluation, Bidder/Company/Firm/Agency offering lowest price among opened financial bids will be awarded the contract.

6.18.2. If the price quoted by a Bidder/Company/Firm/Agency is abnormally low or unjustified, the bid may not be considered.

#### **6.19. Award Criteria**

The Bidder/Company/Firm/Agency quoting the lowest rate will be declared qualified. For any reason if the bidder quoting the lowest bid denies/ expresses its inability to accept the offer, the second or subsequent bidder who agrees to work at the rates quoted by the lowest bidder may be considered for award of the work.

The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

### **7. ACCEPTANCE OF TENDER**

7.1. *IIITG reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. IIITG does not bind itself to accept the lowest tender. The IIITG reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by IIITG after split up at the quoted/accepted rates*

#### **7.2. Notification of Award**

Prior to the expiry of the validity period, the successful Bidder shall be notified by the Institute in writing through e-mail /speed post or hand delivered letter. The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of Intent/work order, Bill of Quantities, Conditions of Contract

#### **7.3. Submission of Performance Bank Guarantee**



The successful bidder shall submit the Performance Bank Guarantee (3% of the final tender value) within the 15 days from the acceptance of the Letter of Intent issued by IIIT Guwahati.

- 7.4. On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days from the date of issue of letter of Award by IIITG.
- 7.5 The tenderer shall not be permitted to tender for works if his/her near relative is posted in the Office of IIITG. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers/staff in IIITG. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works with IIITG.
- 7.7. The time of completion of the entire work, as contained in contract shall be as mentioned in "NIT", which shall be reckoned from the 07th day after issue of the letter of Award by the IIITG or from the first day of handing over of clear site whichever is later.
- 7.8. **Refund of EMD to the unsuccessful bidder:** Wherever applicable EMD will only be refunded to the unsuccessful bidders within 60 days after finalization of Tender.





## **SECTION III**

### **Definitions**

1. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘Service Provider’ in certain contexts) means any eligible firm or company or agency participating in a procurement process/work contract offering with a Procuring/Entity;
3. “(Standard) Bid(ding) documents” (including the term ‘tender (enquiry) documents’ or ‘Request for Proposal Documents’ – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “e-Procurement” means the use of information and communication technology (especially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
7. “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;



## **SECTION-IV**

### **Minimum Eligibility Criteria for Bid Submission**

The bidders having followed minimum qualification are eligible for bidding:

#### ***A) INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID***

The applicant/bidder should have experience of having successfully completed works during the last seven years ending previous day of last date of submission of tender as under:

- i) **Three similar completed works** costing each not less than ₹ 4 Lakh  
OR  
**Two similar completed works**, each of value not less than ₹ 6 Lakh  
OR  
**One similar completed work** of value not less than ₹ 8 lakh.

*Note: Similar works shall mean Completed Water supply pipe line work /Building Construction work with plumbing works of required values as above in last 7 years.*

Please submit copies of Completion Certificate along with the copy of LOA/ Agreement from client mentioning the nature of work, value of work, date of start of work and date of actual completion of work. The certificates shall be considered only if it is issued / counter signed by an officer of the client not below the rank of EXECUTIVE ENGINEER OR Equivalent with his/her seal & date.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and corresponding TDS certificates. Value of work will be considered commensurate with the value of TDS Certificate, which needs to be produced on demand.

- ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.  
For this purpose, 'Cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./ Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or Equivalent.
- iii) The Institute reserved the rights to inspect any or all the works mentioned by the bidder in respect of his/her qualifying experiences.

- B) (i) The applicant should have had average annual financial turnover on construction works minimum of ₹8 lakh during the last three years (FYs 2020-21, 2021-22, 2022-23) ending 31st March 2023. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

(Bidders shall submit audited Balance Sheets and Profit & Loss account statements for the last



three financial years ending on 31.03.2023 i.e. for Financial Years of 2020-21, 2021-22 & 2022-23. **Any provisional Turnover for 2022-23, must also be certified by the CA.)**

(ii) The applicant should not have incurred any loss in more than two years during the last five years ending 31.03.2023 which should be duly certified by the Chartered Accountant.

(iii) Bank Solvency Certificate issued from a scheduled commercial Bank approved by Reserve Bank of India (RBI) should have **₹8 lakh**. The solvency certificate **shall not be older than 6 months from the last date of submission of bids**.

C) The bidder should be an Indian Registered Company under Companies Act 1956/Proprietorship Company/ Partnership Company of any of these/Individual with appropriate registration for contract from a reputed Govt. organization like CPWD/APWD/Indian-Rly/CPSU etc. Copy of Certificate (with up-to-date validity as applicable) of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

D) The bidder must be from State of Assam OR having a registered Office in the state of Assam for last 5 years.

Note:

- i) In case Completion Certificate issued by Private Organization, TDS certificate must be produced on demand.
- ii) The bidder should have valid GST Registration and the copy of the same shall be submitted with the tender.
- iii) The bidder should have valid EPF /ESI registration and a valid Labour license and copy of same should be either uploaded with the tender or give undertaking to submit these if awarded the work.
- iv) **Copy of PAN No. and Bank account details must be furnished along with the tender.**

#### ***E) EVALUATION CRITERIA FOR PRE-QUALIFICATION/TECHNICAL QUALIFICATION***

For the purpose of pre-qualification, applicants will be evaluated in the following manner:

The criteria prescribed in Para A to D above in respect of experience of similar class of works completed and financial turnover etc. and the organizational information will be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.



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## **SECTION-V**

### **List of Mandatory Documents**

#### **1. Financial Information:**

- 1.1. Applicant should furnish the annual financial statement for the last five years (in **Form “A”**) and the statement must be certified by a CA.

#### **2. Experience in works highlighting experience in similar works:**

Applicants should furnish the following:

- 2.1. List of all works of similar class successfully completed during the last seven years (**in form “B”**). Only works duly certified client/PMC will be considered for evaluations if found otherwise in order as per eligibility criteria.
- 2.2. The document uploaded by the bidder in support of their work experience, financial credential, Income tax return, Turnover etc. should also be self-attested.

#### **3. Organization Information:**

Applicant is required to submit the following information in respect of her organization (in Form “D”)

- 3.1. Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form “D”).
- 3.2. Structure & Organization (in Form “E”).
- 3.3. **An affidavit (scanned copy of original to be uploaded)** stating that the bidder/agency was never blacklisted by any Govt./Semi Govt. organization and no case is pending against him/her in any court of law.

#### **4. List of mandatory documents to be scanned and uploaded within the period of tender submission (All documents should be as per format mentioned in this NIT:**

- 4.1. **Applicant should submit the bid declaration toward EMD** (As per Annexure-II) “The bid declaration to be submitted in ORIGINAL on the Non-Judicial stamp paper on ₹100 duly notarized”. Scanned copy to be uploaded.
- 4.2. **Certificate of Registration/ Incorporation** required as per Eligibility criteria from the concerned Govt. department as well as proof of registered office/business establishment in the state of Assam.
- 4.3. **All Certificates of work experience and documents** pertaining to Eligibility criteria/NIT **along with copy of Work Order/agreement.**
- 4.4. Copy of valid EPF registration, ESI registration, GST registration OR an



undertaking to submit these if awarded the work.

- 4.5. **PAN No and Bank Account details.**
- 4.6. **Letter of Acceptance of tender conditions unconditional** as per tender documents Annexure -I of this NIT.
- 4.7. **Power of Attorney of the person having Digital Signature** for signing/Submitting the bid.
- 4.8. **Form A to F**
- 4.9. **Site Visit Proforma "Form F" with date and time of visit of location along with name & signature of the person who visited the location and observation/remarks about the site if any.**
- 4.10. **Bank Solvency Certificate (Not more than 6 months old on the day of submission).**
- 4.11. **Balance Sheets and Profit & Loss account** statements for the last three financial years ending on 31.03.2023 i.e. for Financial Years of 2020-21, 2021-22 & 2022-23. **For 2022-23 any provisional Turnover must also be certified by the CA.**
- 4.12. Signed Copy of the Integrity pact (as per CPWD/given) format.
- 4.13. Hard copies of Bid declaration form and Acceptance letter as per Annexure-I along with all other listed documents in Sl. No.4.3 above must also be submitted to the office of IIIT Guwahati, Bongora, Kamrup(R), Assam-781015, India on or before 1500 hrs. of 31.10.2023. If any discrepancy is found between the submitted hard copy and the uploaded soft copy, his/her tender is liable to rejection and in any case contents in the soft copy will only be considered for evaluation of the bid.
- 4.14. Price bid will be submitted online only, and the rates quoted by the bidders shall be inclusive of all taxes, duties & nothing over/above the quoted rates will be payable to the Contractor and **Please do not submit hard copy of price bid.**



## **SECTION-VI**

### **Special Conditions of Contract (SCC) along with schedule 'B' to 'F'**

1. These special conditions shall supersede/ supplement the relevant conditions given in CPWD Form 7/8 (Edition 2020 with up to date corrections and amendments) in the tender document and the General Conditions of Contract(GCC) of CPWD [[https://cpwd.gov.in/Publication/GCC\\_Constructions\\_works\\_2020.pdf](https://cpwd.gov.in/Publication/GCC_Constructions_works_2020.pdf) ], which otherwise are part of this tender document.
2. This work / contract is being executed for Indian Institute of Information Technology Guwahati. The payment of work done shall be made to the contractor on receipt of the duly signed triplicate bill copies from the contractor attaching all measurement of records for the works done, proof of full filling statutory requirement of tax, cess and royalty deposition to the appropriate authority and as per the payment terms mentioned in this NIT.

#### **2.1. General description & requirements:**

S.N	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
1	Name of work		Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road at Indian Institute of Information Technology Guwahati.
2	NIT No:		IIITG/Works/43/152 Date:06.11.2023
3	Client/ Owner		Indian Institute of Information Technology Guwahati.
4	Type of Tender		Sealed Item rate
5	Earnest Money	NIT	Waived off. However, applicant must submit the bid declaration toward EMD (As per Annexure-II). The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized.
6	Estimated cost	NIT	₹20000/-
7	Time for completion	NIT	45 days
8	Schedule	10 B(ii)	Not Applicable
9	Validity of tender	10 B(ii)	90(Ninety) days
10	Performance Guarantee		03% (Three percent) of awarded contract amount or estimated cost put to tender whichever is higher at the time of signing of agreement in the shape of bank guarantee only from any Nationalized Bank.



11	Security Deposit/ Retention Money		2.5% (Two point Five percent) of the actual cost of work executed as prescribed in the tender document.
12	Time	1(i)	<b>45days time period will be reckoned from 07 day of issue of LOI</b>
13	Schedule		The date of start of work shall be reckoned from 07 day of issue of LOI
14	Defects liability period		12 (Twelve) months from the date of handing over of the work to the client.
15	Escalation	10 CC	<b>Escalation /Price variation is not applicable/not payable in this contract.</b> Rates are firm & fixed for the entire contract period including extended period, if any.
16	Specifications to be followed		The work shall be carried out following the BOQ and Drawings as per latest CPWD specifications with up to date correction slips/APWD specifications which is being followed in state of Assam for works in general, specifications given in IS codes, Standard Engineering practice and as per direction of Engineer-in-charge in addition to the technical specifications given in the tender document.
17	Integrity pact		Integrity pact as per CPWD/GOI/given Format will be signed and will be submitted with the Bid. Each & Every Institute official are also fully committed towards upholding the Integrity pact clauses.

### 3. :

3.1. Contractor shall submit the complete program of execution along with CPM/PERT Chart proposed to be followed for execution within 07 days of award of work and base line programme regarding fixing time line for completion of the project to the Owner/IIITG keeping in view the time allowed in days from the date of start of work. and percentage of financial value of work to be done of the awarded contract amount The contractor must plan his working activities in consultation with Engineer-in-charge/Owner in such a way that part completion and handover of priority requirements of the Institute is adhered to as per schedule of work plan made at outset of the work and the same to be completed in full respect as directed by the Institute.

### 3.2. SITE VISIT prior to Bidding

The location of the work is in IIIT Guwahati, permanent campus in Bongora, I.T park





road, NH-37. Bidder must visit the actual site of execution & the surroundings and he/she must assess for his/her required work access to be made to the actual site of execution and must arrange for this at his own risk and cost if awarded the work to him/her.

He/she may also like to collect details connected to the work, if/as available and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.

The bidder should certify that he has visited the site/area and fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visited the site/area or not and has taken all the factors into account while quoting his rates.

The bidder should get himself acquainted with the conditions and geological details available for the proposed work site including working conditions, road approaches etc., safety and security of men, material and, machinery. Any probable incidental cost for smooth & speedy execution of the job must be assessed by the bidder and accordingly loaded in his/her rates. In future/ at the time of execution, no extra will be payable for non-realistic assessment at the time of bidding by the tenderer.

The bidder should visit the site and upload Site Visit Report "Form F" along with the bid.

#### 4. **Materials for Construction:**

4.1. **Materials:** All materials and labour required for the execution of work shall be arranged by the contractor including approved brad pipes & accessories, cement & reinforcement steel etc. wherever applicable.

- (a) All material used in the work shall be confirming to IS Specifications and as approved by Engineer In-charge /Owner and shall be at least ISI marked unless otherwise specified. In the event for items for which either the brands not specified or ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However, in either cases the samples of materials / fixtures shall be got approved from Engineer –in-charge before use in the work
- (b) Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The Contractor when called upon shall provide "make" of samples for approval before execution free of cost and also will make arrangements for transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.
- (c) Wherever applicable, the materials and equipment used for execution will be got



tested from third party (preferably from a Government Institute like IIT/NIT/reputed Govt. Engineering institution etc.) frequency as per CPWD norms.

5. Any notice to be given under this contract shall be sent by registered post, Speed post at the last known registered or head office address of the contractor and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.
6. IIITG shall not supply or procure any material for use on works and the contractor has to make his own arrangements for supplying, procuring transportation and storage of all such materials required for the work, at his own cost.

**7. Drawings:**

- 7.1. The contractor shall be supplied drawings required for execution of work like architectural, structural, all service plans and other detailed drawings in a phased manner. If any particular drawing is required for execution of work, contractor shall inform the Engineer-in-Charge in writing at least 07 days in advance. Shop drawings shall have to be got prepared by the contractor at their own and to be got approved from Architect/Engineer-in-Charge before start of work.

**8. Payments and records:**

- 8.1. The payment to the contractor shall be made from the office of IIIT Guwahati through RTGS/NEFT or any other applicable online mode. If the contractor desires the payment through Banker Cheque/ Demand Draft, charges on account of this shall be debited to the contractor. The contractor shall not claim anything extra on this account.
- 8.2. Unless specifically advised Running Account bill submission process will be as per clause 7 of GCC and the representative of Owner will check/verify the works & the measurements before submitting the concerned bill for payment process.
- 8.3. The contractor should have valid PF Code, PAN, TIN and ESI No. & should provide a copy of PF, ESI registration number. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e copies of wage sheets, attendance sheets, monthly returns, annual returns, forest



royalty challan/records, P.O. & bills of material purchased for constructions and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge.

- 8.4. The contractor will be responsible to get register himself under labour cess in "Building and other construction workers" welfare board.
- 8.5. The contractor will be responsible for obtaining "Contractor All Risk Policy" towards entire cost of the work and will obtain "Workmen compensation policy" at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any.
- 8.6. The decision of the Competent Authority of Owner, regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work will be final and would not be open to arbitration and adjudication.
- 8.7. No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery or any materials etc. brought at site by the contractor. Water & electricity for execution of work including testing & commissioning etc. shall be arranged by the contractor at his own. No mobilization advance provision is there in this contract. Clause No. 10 (b) (ii) of GCC not applicable.
- 8.8. The work may be inspected by Central Vigilance Commission/ record inspected by CAG team and any deductions/ compensation proposed by CVC/CAG or Competent Authority of IITG in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his/her dues. Contractor must provide necessary records for all such inspection as and when called for.
- 8.9. It is clearly agreed and understood by the tenderers/ contractors that notwithstanding anything to the contrary that may be stated in the agreement any delay in the release of payment by the IITG/ owner to the contractor, shall not entitle the contractor any compensation / interest nor it will account for any reason for delays in schedule plan for activities of the work.
- 8.10. The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the standard format at the time of release of Performance Bank Guarantee & security deposit.



- 8.11. Any bill of the contractor will be accepted only when it is accompanied with valid GST invoice and required FRCC/payment details of Forest materials.
- 8.12. Secured advance payment shall be released to the contractor as per GCC Clause No. 10(b)(i).
- 8.13. Tax deductions at source, if any, shall be made by IIITG as per laws prevalent in the State as applicable for the works under the statute such as GST or any other law for levy of tax on goods/materials/article which may be used for execution of work. Contractor has to submit GST bill as per laws as applicable.
- 8.14. The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the State, where the work to be executed.
- 8.15. It will be incumbent upon the Contractor that he/it shall get registered and discharge his obligations for payments, filling of return etc. under the appropriate provisions of the law in respect of all the taxes, duties, levies, cess, etc. IIITG always have right, if required, to seek necessary evidence from the contractor that he/it is registered under the law and / or any other obligations under the provisions of the respective Act and in case of any failure on part of the Contractor, it shall be his/her duties to indemnify IIITG all time.
- 8.16. (a) The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any. No escalation in rates shall be payable at all. Clause No. 10c, 10ca and 10 cc of GCC are not applicable.
- 8.17. (b) No Abnormally High Rate (AHR)/Abnormally Low Rate item derivation will be applicable in this tender.

## **9. Settlement of Disputes:**

### **9.1. SCC Clause no. 26 A: -**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these



conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 30 days of the arising of the disputes make a request to the appropriate authority of IITG, who shall refer the disputes to Dispute Redressal Committee (DRC) within 30 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) will give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from appropriate authority. The constitution of Dispute Redressal Committee (DRC) shall be indicated in Schedule 'F' Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If any of the party is still dissatisfied, the same may approach to the appropriate court in Guwahati.

**10. SSC Clause no. 26 B:**

- 10.1. It is hereby agreed by the parties that clause 25 of GCC 'Resolution of Disputes and Arbitration' shall not be applicable to this Contract and is hereby specifically excluded from purview of this contract. The parties agree that any clause in any of the documents forming part of this contract like NIT, BOQ or any other document, for referring of dispute to Arbitration shall not be applicable to the present contract.
  - 10.2. It is specifically agreed by the parties that all matters or disputes arising out of and / or concerning this contract shall be exclusively subject to the jurisdiction of the Courts at Guwahati only to the exclusion of Courts at all other places.
  - 10.3. Rates of extra items and deviated items beyond the limit mentioned in this NIT shall be derived on the basis of DSR 2021 plus prevailing cost index (only if published by CPWD) and in case of Non DSR item same will be derived on basis of prevailing market rates considering 15% CP & OH.
- Within above said limit, the work shall be carried out by the contractor on the same condition in all respects including price on which he agreed to do the main



work. Beyond these limits, the rates determined on basis of market rates and the contractor shall be paid in accordance with the rates so determined by the Engineer-in-Charge / Owner.

- 10.4. The contractor shall keep the IIITG/Owner indemnified against any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others.
- 10.5. The contractor shall not stake any claim in case IIITG decides for foreclosure of the work or reduce the scope of work at any of the stages subsequent to start of work or even if the work do not take off at all.
- 10.6. The contractor shall obtain the labour license, within 15days of award of work, if required.
- 10.7. The specialized items of work are to be got executed by the contractor engaging the agencies who are experienced in carrying out those specialized items of work duly approved by Engineer-In-charge.
- 10.8. Performance Guarantee @ 03% (Three percent) of awarded contract amount or estimated cost put to tender, whichever is higher shall be submitted by the contractor within the time schedule as specified in the tender document in the shape of Performance Bank Guarantee issued by any Nationalized Bank. This supersedes clause no.1 of GCC.
- 10.9. FRCC as applicable have to be produced along with bill for verification and release of payment. The contractor will be solely responsible for obtaining FRCC.
- 10.10. The estimate is based on DSR 2021 rates for schedule items and market rates for the Non- schedule items.
- 10.11. For schedule items, items no's, description or nomenclature of the items, unit of the items given in financial bids are based on DSR 2021. If there is any error or discrepancy in the above w.r.t as given in DSR 2021, the same shall be regulated as given in DSR 2021.
- 10.12. The payment shall be made in Indian Rupees through bank account.



10.13. Income tax and other taxes as applicable shall be deducted at source.

## **11. Execution of work**

- 11.1. Implementing Agency/Owner- Indian Institute of Information Technology Guwahati. Funding Agency- Indian Institute of Information Technology Guwahati. This work is to be completed within a total completion period of 45 days.
- 11.2. On award of work, the contractor will liaison with the office of IIITG for taking over of sites with proper demarcation, chalk out detailed priority wise work plan (to be approved by Owner) & will start construction work as per GFC drawings issued by IIITG. It is to be noted that any drawings given in the tender are indicative only. The contractor will strictly adhere to this chalked out plan/ programme and on completion of work in all respect the work will be handed over to the IIITG along with all requisite documents by the contractor.
- 11.3. On completion of every stage of work, the contractor will submit at least 06 Nos colored photographs in the form of spiral binded booklet (02 Nos) to IIITG.
- 11.4. The contractor shall be solely responsible for execution of work with proper workmanship and as per the specifications. All Plant, Machineries /equipments required for executing the job has to be arranged by the bidder/contractor and his rates of items must include for these plant/machineries/equipments. Nothing extra will be paid by the Institute for arranging the said plant/machineries/equipments.
- 11.5. Contactor has to work closely with other contractors/agencies carrying out the work of road/building/AC/drainage works in the site. Necessary coordination for the said purpose will have to be maintained though out the duration of execution of the job. The cost of necessary cutting and making good the walls of manholes and similar as per scope of this contract is deemed to be included in the quoted rates. Nothing shall be paid extra on this account.
- 11.6. The work is to be completed within specified completion period. If it is found that more time has been taken by the contractor to complete the work/project, liquidated damages @ 1.5% per Month of delay (to be computed on per day basis) subject to a maximum of 10% of the award value of the work as per CPWD guidelines would be imposed on the contractor.
- 11.7. On completion of the work, the work shall be handed over to the client including all services and facilities executed in accordance with the approved plans, specification fulfilling all techno functional requirements along with inventory, "As Built drawings", maintenance manual/standard operating procedure (SOP) for equipments.
- 11.8. If the work is carried out in violation of the approved plan of the project/ contract,





the agency shall rectify the same at his own cost to the satisfaction of the Institute/IIITG.

- 11.9. No extra payment shall be made to the contractor for laying of concrete by ready mixed concrete (R.M.C) plant if the same is approved for use in construction by the Engineer-in- charge.
- 11.10. During execution period, the contractor has to control noise and air pollution at site as per norms of Pollution Control Board/Local Authorities. Further, since the site is within an Educational campus, contractor must take all pre-cautions necessary/ as directed by the IIITG authority for avoiding disturbances to the students/ campus residents.
- 11.11. Contractor shall be solely and exclusively responsible for all acts and omissions of its staff and any person, associations, institutions engaged by it for execution of the work and for the health, safety and security of such person of entities and their property.
- 11.12. Third party motor vehicle liability insurance as required under Motor Vehicle Act 1988 with latest amendment in respect of motor vehicles operated in India by the Agency or its personnel or any sub agency or its personnel for the period of this Agreement.
- 11.13. Water and Electricity for construction and for other purpose will be arranged by the contractor at his own.
- 11.14. Performance guarantee equivalent to 3% of the awarded contract amount or estimated cost put to tender, whichever is higher submitted by the contractor, shall be refunded to the contractor after successful completion & recording of the completion of work and handing over of the completed work to IIITG.

## **12. Defects Liability & Maintenance Period:**

- 12.1. The contractor shall be fully responsible for the quality, workmanship and structural safety of the work executed. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year. All defects observed during the defects liability period shall be rectified by the contractor at his own cost and expenses. Any major and minor repair will be done by the contractor free of cost for one year after handing over the work executed. In the event of failure on the part of the contractor to rectify the defects, the same may, without prejudice to any other right available to it in law, be rectified by the Contractor. Owner shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from/against any amount due and payable or becoming due and payable by IIITG to the contractor under this agreement or any other contract what-so-ever. During the Defects- liability period. Contractor has to depute a Supervisor/Engineer (if





required) to look after the defects for which nothing extra would be payable to the contractor. On completion of DLP period of one year, the contractor will arrange to get visited & checked by official of IIITG.

**13. Jurisdiction:**

The agreement is deemed to be executed at Guwahati and the Court in Guwahati alone will have the jurisdiction to deal with matters arising under this work.

**14. Force Majeure:**

Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lighting, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent Jurisdiction or statutory Authority, restrictions imposed by the Government/Location bodies or other statutory bodies whereby a party is prevented from complying with its obligations under this agreement. The period of compliance with its obligation under this agreement by the party affected by the force Majeure event shall be extended on a day for day basis for the period during which the force Majeure event continues.

15. In the event of a party (affected party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected party shall give notice ("Force Majeure Notice") to the other party, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the dated of on which the affected party knew or should have reasonably known the commencement of the Force Majeure event.

16. If the affected Party has taken all necessary steps towards mitigating the effect of a force Majeure even, then:

- 16.1. The obligations of the affected party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
- 16.2. To the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.
- 16.3. Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party's or such Party's sub agency or agent or employees or, which a diligent Party could reasonably have been expected to:
- 16.4. Take into account at the time of the conclusion of this agreement and/ or;
- 16.5. Avoid or overcome in the carrying out of its obligations hereunder.

**17. Release of PBG:**

The Performance Bank Guarantee and will be released by the IIITG after fulfilling the following documents:

- 17.1. Completion & handing over of work in all respect to IIITG.
- 17.2. Obtaining all approvals /NOCs/Clearances and Occupancy certificate from concerned local authorities on completion of work as applicable.
- 17.3. Preparation & submission and acceptance of final bill.
- 17.4. Finalization of final extension of time by IIITG.
- 17.5. Clearance of site.
- 17.6. Submission of labourer's wages sheets, ESIC & EPF contribution challans etc. complete as and where applicable.



- 17.7. Submission of 'No Claim/No dues certificate' by the contractor on non-judicial stamp paper of Rs.100 duly notarised.
- 17.8. Submission of 'as built drawings, Warrantee /Guarantee cards of all equipment/machinery and submission of standard operating manuals.
- 17.9. Forest Royalty Clearance Certificate (FRCC) as and where applicable.
18. Security Deposit:

Security deposit @ 2.5% of the gross amount of each & every bill will be deducted in cash and will be released to the contractor after satisfactory completion of defects liability period. Amount of security deposit will not be released against submission of bank guarantee. No interest will be payable to the contractor on security deposit amount. Security deposit amount will be released on compliance of followings by the contractor:

  - 18.1. Rectification of all defects as pointed out at the time of handing over & during defect liability period and obtaining "No defects Certificate" from IIITG against pointed out defects. .
  - 18.2. Submission of modified 'as built drawings" if any.
19. In case of situation like a pandemic, the contractor must be ready to work following all the necessary protocols given in government SOPs and no reason for delay/ compensation for any life or property will be entertained.
20. Notwithstanding anything contained in this NIT, the order of precedence for carrying out the work will be:
  - i) BOQ of the tender
  - ii) Technical specifications mentioned in the NIT
  - iii) Tender/ Good for Construction drawings
  - iv) CPWD specifications
  - v) APWD specifications
  - vi) IS codes
  - vii) Standard Engineering practice
  - viii) Decisions of Engineer-in-Charge



## **SCHEDULE 'B' TO 'F' (of CPWD)**

### **SCHEDULE - B:**

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the	Place of issue
1	2	3	4	5

NOT APPLICABLE

### **SCHEDULE 'C'**

**Tools and plants to be hired to the contractor**

Sl. No.	Description	Hire charged per day	Place of Issue
1	2	3	4

NOT APPLICABLE

### **SCHEDULE 'D'**

Extra schedule for specific requirements/ document for the work, if any.

NOT APPLICABLE



### SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work: Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road, IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati  
NIT NO: IIITG/Works/43/152 Date:06.11.2023

i)	Earnest money :	Waived off. However, applicant must submit the bid declaration toward EMD (As per annexure-A) The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized.
ii)	Performance Guarantee :	03% (Three percent) of awarded contract amount or estimated cost put to tender whichever is higher at the time of signing of agreement in the shape of bank guarantee only from any Nationalized Bank.
iii)	Security deposit	2.5% (Two point five percent) of the actual gross amount of work done, to be deducted from each bill towards security. Security deposit will be refunded to the contractor after successful completion of defects liability period and submission of labour clearance certificate as mentioned in the contract.



## SCHEDULE 'F'

### GENERAL RULES: Officer Inviting Tender: AD(Admin.) IIT Guwahati

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below;

#### Definitions:

2(v) Engineer-in-Charge	A officer nominated by IIT Guwahati
2(viii) Accepting Authority	Director/BWC IIT Guwahati
2(x) Percentage on cost of material and labour to cover all overhead expenses and profit.	15%
2(xi) Standard Schedule of Rates	DSR2021
2(xii) Department	IIT Guwahati
Clause 1	
(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	At the time or before signing of contract agreement but max within 15 days of letter of acceptance.
(ii) Maximum allowable extension beyond period provided in ( i ) above in days	NIL
Clause 2 Authority for fixing compensation Under clause 2.	Director/BWC IIT Guwahati
Clause 2A Whether Clause 2A shall be applicable	Not applicable.
Clause 5 Number of days from the date of issue of letter of acceptance or from the first date of handing over of site( whichever is later) for reckoning date of start.	7days
Clause 6,6A Clasuse applicable-(6 or 6A)	6A



**PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site**

Part	Portion of site	Description	Time Period for handing
Part A	Portion without any hindrance	Complete site available	over reckoned from date of issue of letter of intent.
Part B	Portions with	-	7 Days
Part C	encumbrances	-	-

Time allowed for execution of work	45 days
Authority to give fair and reasonable Extension of time for completion of work	Director, IIITG
Clause 7	
Gross work to be done together with net payment/adjustment of advances if any, since the last such payment for being eligible to interim payment.	₹ 5 lakh except in last bill for which amount may vary.
Clause 7A Whether clause 7A shall be applicable	Yes
Clause 8A Authority to decide compensation on account if contractor fails to submit completion plans	100%
Clause 10A	
Clause 10B Whether Clauses 10 B (ii) shall be applicable	N.A
Modified Provision	
Clause 10CA Materials  covered  under this clause  1.  Cement 2.  Reinforcement Bars 3.  Structural Steel.	Not Applicable.



Base Price of all the materials covered under Clause 10CA is to be mentioned at the time of approval of NIT (Not applicable as NO PRICE ESCALATION ALLOWED IN THIS TENDER)

**awarded rates of the contractor shall be firm & fixed for the entire contract period including extended period if any.**

Clause 11 Specifications to be followed for execution of work( all works)	CPWD specifications with all latest amendments and corrections up to date & technical specifications given in the tender.
Clause 12 Authority to decide deviation upto 1.5 times of tendered amount	Director, IIITG
12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for building work :	30%
12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work	100%
Clause 16 Competent Authority for Deciding reduced rates.	Director/BWC IIITG
Clause 18 List of mandatory machinery, tools & plant to be deployed by the contractor at site but not limited to the followings:-	All tools and plants, machinery, shuttering material, scaffolding material, Grinding machine, cutting machine as required to execute all the items of work under reference within the specified completion period.
Clause 19C Authority to decide penalty for each default	Director/BWC IIITG
Clause 19D Authority to decide penalty for each default	Director/BWC IIITG
Clause 19G	Director/BWC IIITG
Redressal Committee (DRC)	Building & Works Committee (BWC) of IIIT Guwahati



**FORM 'A'**

**Forms 'A' to 'F' and POA format (To be filled up/submitted by Tenderer)**

**FINANCIAL INFORMATION**

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

Particulars	YEARS		
	2020-21	2021-22	2022-23
Gross Annual Turnover on construction works			
Profit/ Loss			

II. Financial arrangement with the Financial Institution like over drafts/loan, Bank Guarantee Limit etc. for carrying out the proposed work

III The following certificates are enclosed:

- a) Solvency Certificate (not older than six month) from Bankers of Applicant.
- b) Current Income Tax Return filed with Income Tax Dept. duly acknowledged (with seal).

Signature of Applicant(s)

Signature of Chartered Accountant with Seal





**Form B**

Sl. No.	Name of work /project and location	Owner/ Sponsor ing Organisa tion	Cost of wor k (in Cror es)	Date of comme nceme nt as per Contra ct	Stipula ted date of comple tion	Actu al date of Com pleti on	Litigation / Arbitration non pending / in progress in details*	Name & address/ telephon e number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

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

Signature of Applicant(s)



**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B" & "C"**

1. Name of the Firm / Contractor:
2. Name of Work / Project & Location:
3. Scope of work:
4. Agreement No:
5. Estimated Cost:
6. Tender Cost:
7. Date of Start:
8. Date of Completion:
  - I. Stipulated date of completion:
  - II. Actual date of completion:
9. Amount of compensation levied for delayed completion, if any:
10. Amount of reduced rate items, if any:
11. Performance Report
  - I. Quality Work Outstanding/Very Good/Good/Poor
  - II. Financial Soundness Outstanding/Very Good/Good/Poor
  - III. Technical Proficiency Outstanding/Very Good/Good/Poor
  - IV. Resourcefulness Outstanding/Very Good/Good/Poor
  - V. General Behavior Outstanding/Very Good/Good/Poor

Date:

Executive Engineer or Equivalent

Seal of the Issuing Official/Office



**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE  
WORK**

Sl. No.	Design action	Total Number	Number available for this work	Name	Qualifica tion	Professi onal experie nce and details of work carried out	How These would be involve d in this work	Re ma rks
1	2	3	4	5	6	7	8	9

Signature of Applicant(s)



**STRUCTURE & ORGANISATION**

1. Name of Address of the applicant
2. Telephone No./Fax No.
3. 3.Legal status of the applicant  
(Attach copies of original document defining the legal status)  
An individual  
A proprietary firm  
A firm in partnership  
A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested Photocopy)
5. Organization/ Place of registration, Registration No.  
The applicant should have a solvency of ₹45 lakh certified by his Bankers. The solvency certificate should not be more than 6 months old.
6. Name and Titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization.
8. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
9. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so give name of the project and reasons for abandonment.
10. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
11. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
12. In which field of Civil Engineering construction the applicant has specialization and interest?
13. Any other information considered necessary but not included above.

Signature of Applicant(s)



**Site Visit Proforma**

Name of Work	Place, Date & Time of Site Visit	Observations (if any)

(For & On behalf of Bidder



**Annexure-I**

**ACCEPTANCE LETTER  
TO BE UPLOADED & ENCLOSED ALONGWITH BID DECLARATION**

**(Address of submission as mentioned in “Notice Inviting Tender”)**

NAME OF WORK: Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road, IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati  
NIT NO: IIITG/Works/43/152 Date: 06.11.2023

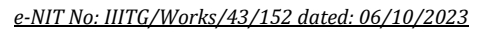
**ACCEPTANCE OF TENDER CONDITIONS**

1. The tender documents for the work as mentioned in “Memorandum to Form of Tender” have been sold to/received by/ me/us from IIIT Guwahati and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender and the same has been followed in present case.
3. In case this provision of the tender is found violated at any time after opening, I/ We agree that the tender shall be summarily rejected and IIITG shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. The required Bid declaration towards EMD for the tender for this work is enclosed herewith.
5. I/We, have seen all the corrigendum's/Addendums uploaded by IIITG on IIIT Guwahati website up to the last date and time of submission of tenders for this work.

Yours faithfully,

(Signature of the tenderer) With rubber stamp

Dated:



**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD(On Non-Judicial stamp paper on ₹100 duly notarized.)**

I/We, the authorized signatory of M/s \_\_\_\_\_, participating in the subject tender No: IIITG/Works/..... Date:..... for the item / job of....., do hereby declare: (i) That I / we have availed the benefit of waiver of EMD(vide OM No. F.9/4/2020-PPD dated 12th Nov-2020 of Ministry of Finance, GOI) while submitting our offer against the subject Tender and no EMD being deposited for the said tender. (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future works/contract(s) of IIIT Guwahati for committing such breach.

Company Name .....



**Notice for Dispute Redressal**

To

Engineer-in-charge, IIIT Guwahati

(For Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road, IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati.)

Dear Sir,

In terms of clause --- of Special Condition of Contract (SCC), I/we hereby give notice to you to convene disputes redressal board/ committee for the work mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Stipulated date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of submission of final bill (if work is completed)
13. Date of payment of final bill (if work is completed).
14. Amount of final bill (if work is completed)
15. Date of request made to Engineer-in-Charge for decision
16. Date of receipt of Engineer-in-Charge decision
17. Date of appeal to you
18. Date of receipt of your decision.

k

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Copy in duplicate to:

1. The Director, IIIT Guwahati

Yours faithfully, (Signatures)





**Annexure-IV**

**PROFORMA FOR BANK GUARANTEE (FORMAT)**

(On Non-Judicial Stamp Paper to be stamped in accordance with stamp act, the stamp paper to be in the name of Executing Bank)

Ref.

Date :

Bank Guarantee No. ....

To,  
Indian Institute of Information Technology Guwahati,  
Bongora, Kamrup (R ), Assam  
PIN-781015

Dear Sir,

In consideration of Indian Institute of Information Technology Guwahati having its Office at Bongora, Guwahati-781015, Assam (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting

Tender No.....M/s..... having its Registered / Head Office at ..... (hereinafter called the "Tenderer" who wishes to participate in the said tender for ..... and you, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for and amount of ₹.....

Valid upto

on behalf of the tenderer/ Contractor in lieu of cash Deposit required to be made by the tenderer/Contractor, as a condition precedent for participation in said tender.

We,

the

.....

Bank



incorporated

under ..... law and having one of our branches at .....and  
having our Registered office/ Head office at ..... do  
hereby unconditionally and irrevocable guarantee and undertake to pay to the  
“Owner” immediately on demand without any demur reservation, protest, contest, and  
recourse to be extent of the said sum of Rs.....(Rs.....only).

Any such claim/ demand made by the said “Owner” on us shall be conclusive and  
binding on us irrespective of any dispute or difference raised by the tenderer. This  
guarantee shall be irrevocable and shall remain  
validupto

If any further extension of this guarantee is required, the same shall be  
granted to such required period on receiving instructions from M/s  
.....on whose behalf this guarantee is issued.

This guarantee shall be valid up to .....unless extended on demand  
by the Owner. Notwithstanding anything mentioned above, our liability against this  
guarantee is restricted to ₹.....  
(Rupees

) 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  
(indicate the name of the Bank)

We the said Bank undertake not to revoke this guarantee during its currency  
except with the previous consent of the Owner in writing and agree that any change in the  
constitution of the said tenderer or the said Bank shall not discharge our  
liability hereunder. In witness whereof the Bank, through its authorized officer, has set its  
hand and stamp on this ..... day of ..... 2022 at.....

WITNESS :

1.

(SIGNATURE)

(SIGNATURE)

(NAME).....



(NAME).....

(Designation with Bank Stamp).....

(OFFICIAL  
ADDRESS)

ATTORNEY AS PER  
POWER OF ATTORNEY NO.....

.....

DATE .....

2.

(SIGNATURE) (NAME)

(OFFICIAL ADDRESS)

.....

.....

NOTE:

1.

The stamp papers of appropriate value shall be purchased in the name of "Issuing Bank".



## POWER OF ATTORNEY" (POA)

(To be executed on non-judicial stamp paper of ₹100/-)

Ref.:

Date: --.--. ----

I / We..... (Name/s of the competent authority of the company to issue POA) do hereby appoint and authorize Mr. / Ms .....(Name & designation of authorized person) who is presently employed with ..... our ..... company M/S

(Name of the company & address) and whose signature is given below, is authorized on behalf of the company to do all or any of the act or things, to sign & upload the application documents against the work ..... at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati and to sign and execute other documents / agreements / participating in meeting / responding to queries / submission of information / documents and shall be binding on the company for all the rights and obligations in relation to and in pursuant to the NIT issued by Indian Institute of Information Technology Guwahati (IIITG)).

In short, he / she is fully authorized to do all, each and every act requisite for the said purpose concerning the company and the company hereby agrees to confirm and ratify all and every act or thing or any documents / agreements executed by our said attorney within the scope of the authority hereby conferred on him and the same shall be binding on the company.

(Signature and name of authorized signatory being given Power of Attorney)

Signature:

Name:

Designation:

Place:

Date:

(Signature and name of the competent authority of the company to issue POA)

Signature of Executants/s:

Name:



Designation:

Seal of firm / Company

Witness-

1

Witness-2

Name:

.....

Name:.....

Address:

.....

Address: .....

Hard Copy of "Power of Attorney (POA)" duly signed and completed should be submitted at the time of submitting the hard copy of tender at IIIT Guwahati Office.

**Annexure-VI****Materials and makes  
LIST OF PREFERRED MAKES FOR CIVIL WORKS**

S.No	Material description	Approved Manufacturer / Brand Name
1.	TMT bars –Fe500D, Fe 550 and Fe550D grade (Ductile or Super Ductile will be preferred )	SAIL, Rashtriya Ispat Nigam Ltd., TISCO, Jindal Panther, Shyam Steel
2.	Cement (OPC/PPC) as per IS:8112 and IS:12269/IS:1489(Part-I &II)	Jaypee Cement, J.K. Cement, Shree Ultra Cement, Ultra Tech, A.C.C., Birla, Duragurd, Dalmia.
3.	Ceramic/glazed Tiles	Kajaria,
4.	White Cement	Birla White, J.K. White or equivalent.
5.	Primers,	paints Exterior paint of Apex Ultima of Asian or Premier Exterior Emulsion of Dulux
6.	Putty	Birla, J.K. Putty or equivalent.
7.	Wash Basin and WC PAN	Parryware, Hindware, Johnson, Cera. (as per Cat No. mentioned in the BOQ items)
8.	Clear glass	Modi Guard, Saint Gobain, AIS
9.	G.I. pipes and accessories	Tata, Jindal, Prakash Surya, APL Apollo, NVR GI pipe fittings.
10.	Centrifugally Cast Iron Spun Pipes & fittings	Neco, Electrosteel, SKF
11.	DI Pipes & fittings	Kesoram, Electrosteel
12.	Brass / CP Brass fittings	Parrywar, Hindware & Jaquar (as per Cat No. mentioned in the BOQ items)
13.	Aluminium sections (Anodising by approved anodizing firm)	Hindalco, Jindal, Indian Aluminium Co.
14.	Water proofing compound	WEBER, FOSROC, PIDILITE, CICO, dr fixit, BASF
15.	Chemical	admixtures
16.	Stainless steel sink	Neelkanth, Nirali, Jayna,
17.	Particle board i/c laminated	BHUTAN, ECO BOARD
18.	Plastic W.C. seat cover	Parryware, Hindware, Johnson (as per Cat No. mentioned in the BOQ items)
19.	Stoneware pipes & gully traps	Perfect, Taya
20.	UPVC Window	Fenesta, Ewin, Rehau
21.	PVC tanks	Sintex or As approved by Engineer-in-Charge.
22.	Mirrors	Saint Gobain & Modi Guard



23.	CP waste & flush pipes	As approved by Engineer-in-Charge.
24.	PVC flushing cistern.	Parryware, Hindware, Johnson. (as per Cat No. mentioned in the BOQ items)
25.	Tile Fixer / Adhesive	FOSROC, PIDILITE, dr fixit, BASF or As approved by Engineer-in-Charge.
26.	Vitreous Floor Tiles	Johnson, Kajaria, SOMANY, Orient Bell
27.	Ply board / Block Board	Green Ply, Kitply, Century
28.	PPR pipes	SFMC, HPMC, prime



Annexure VII

**INTEGRITY PACT**

To,  
All the Participating bidders,

Sub: NIT No. IIITG/Works/43/152 Date:06.11.2023 for Construction of Vertical expansion of Classrooms at Academic cum Admin Building of IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati

It is here by declared that IIIT Guwahati 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 IIIT Guwahati.

Associate Dean (Administration), IIITG





## INTEGRITY PACT

To,

Associate Dean (Administration), IIIT Guwahati

.....  
.....

Sub: Submission of Tender for the work Providing & laying additional water supply pipe line to the Boys Hostel from WTP along Lake road, IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati.

NIT No: IIITG/Works/43/152 Date:06.11.2023

Dear Sir,

I/We acknowledge that IIIT Guwahati 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 IIIT Guwahati. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the 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, IIIT Guwahati 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 / authorized to sign the relevant contract on behalf of IIIT Guwahati.**



## INTEGRITY AGREEMENT

(To be signed with the successful bidder)

This Integrity Agreement is made at ..... on this ..... day of ..... 2022

BETWEEN

IIT Guwahati, ..... '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 .....

(Name of work) 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.

(e)The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3.The 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 IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

1.The Bidder declares that no previous 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.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1.The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its 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, CPWD.

#### 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) WITNESSES:

1

.....  
(signature, name and address)

2

.....  
(signature, name and address)

Place:

Dated :



**ANNEXURE-XII**

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM  
TAKING PART IN GOVT./PSU/CAB TENDER**

**(To be executed on ₹100/- Stamp paper & attested by Public  
Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S\_\_\_\_\_ hereby declare that the firm/company namely M/S.\_\_\_\_\_ has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIIT GUWAHATI, or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S.\_\_\_\_\_ hereby declare that the firm/company namely M/S.\_\_\_\_\_ was blacklisted or debarred/ Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ due towards income tax as on the date of the affidavit by IIIT GUWAHATI, or any other Government Department/PSU/Central Autonomous Body from taking part in Government tenders for a period of \_\_\_\_\_ w.e.f.\_\_\_\_\_.  
\_\_\_\_\_.

The period is over on\_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIIT Guwahati and EMD/SD/PBG shall be forfeited. In addition to the above IIIT Guwahati will not be responsible to pay the bills for any completed/ partially completed work.

Signature : \_\_\_\_\_ Name : \_\_\_\_\_

Capacity in which assigned : \_\_\_\_\_ Name & address of the firm : \_\_\_\_\_

**Date:**

**Signature of Bidder with Seal**

**Annexure- IX****BOQ FOR VIEWING PURPOSES ONLY**

Name of the Bidder/ Bidding Firm / Company :					
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	55
1	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work				
1.1	80 mm dia nominal bore	565.000	metre		INR Zero Only
2	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete :				
2.1	50 to 80 mm nominal bore each	1.000	each		INR Zero Only
3	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by	3.000	cum		INR Zero Only





	Engineer-incharge.: All kinds of soil				
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand) cum	1.770	cum		INR Zero Only
5	12 mm cement plaster finished with a floating coat of neat cement of mix : 13.7.1 1:3 (1 cement: 3 fine sand) sqm 374.15	9.600	sqm		INR Zero Only
6	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 80 mm nominal bore	3.000	each		INR Zero Only
7	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions etc. complete (The tail pieces, tapers etc if required will be paid separately) 80 mm dia	1.000	each		INR Zero Only
<b>Total in Figures</b>					INR Zero Only
<b>Quoted Rate in Words</b>					