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/45/2024/179 Date: 26/02/2024

Notice Inviting e-Tender for Architectural Consultancy for Phase 2 works of Indian Institute of Information Technology Guwahati

www.iiitg.ac.in



Table of Contents

Sections	Description	Pg. No.			
I.	Notice Inviting e-Tender	3			
II.	Instruction for Bidders	6			
III.	Definition	16			
IV.	Minimum Eligibility Criteria for Bid Submission	17			
V.	List of Mandatory Documents	22			
VI.	Special Terms & Conditions	24			
Annexure	Description				
Ι	Forms 'A' to 'F' and POA format	31			
II	Tender Acceptance Letter	36			
III	Format Of Bid Security Declaration	37			
IV	Proforma For Bank Guarantee	38			
V	Power Of Attorney	41			
VI	Integrity Pact	43			
VII	BOQ for Viewing Purposes Only	50			



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/Architects for *Architectural Consultancy for Phase 2 works of* Indian Institute of Information Technology Guwahati as per following schedule:

Sl.	Particulars	Details
No.		
1	Tender No	IIITG/Works/45/2024/179 dated: 26/02/2024
2	Tender Name	e-Tender for Architectural Consultancy for Phase 2 works of Indian Institute of Information Technology Guwahati.
3	Tender Publishing Date	05/03/2024
4	Location of services to be rendered	IIIT Guwahati Campus, Bongora, Guwahati, Assam 781015, Assam-INDIA
5	EMD	₹30,000.00
6	Period of Completion	3 years for full Physical Completion of infrastructures planned/designed as per NIT clauses.
5	Site visit if required	During Office hours up to 11/03/2024 on working days.
6	Tender Document	The bid form can be freely downloaded from IIITG Website: <u>http://www.iiitg.ac.in</u> as well as Central Public Procurement Portal (<u>http://eprocure.gov.in/eprocure/app</u>) from 05.03.2024 onwards.
7	Tender Fee/Cost of Tender	 ₹5000.00 (<i>Rupees Five Thousand Only</i>) only shall be submitted through online procedure The bidder registered under MSME are exempted. The proof of payment has to be submitted along with the technical bid.
8	Earnest Money Deposit (EMD)	Waived off, 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



09	Due date and time for submission of Tender	20/03/2024 up to 1500 Hours
10	Date of Opening of Technical Bid	21/03/2024 at 1530 Hours (To be opened electronically in the online e-procurement portal).
11	Validity of offer	90 days from the date of opening of price bid.
12	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 <u>http://www.iiitg.ac.in</u> .
13	Mode of Submission of Tender	The bidder has to submit online bids i.e. Technical Bid and Commercial Bid through Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app) . No manual bid will be accepted. Bidders can witness electronic opening of bid.
14	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 20/03/2024 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)
15	Contact person	Dean (Admin), Indian Institute of Information Technology Guwahati, Bongora, Kamrup (R), Assam, PIN-781015, e-mail: <u>doa@iiitg.ac.in</u>



- 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: <u>https://eprocure.gov.in/eprocure/.</u> 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 for evaluation purpose.
 Hardcopies submission is only for future documentation purpose.
- 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/-

Dean (Administration) 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 required work 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-VII) 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 <u>https:// eprocure.gov.in/</u> <u>eprocure/ app only.</u> 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/eprocu
- 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 <u>https:// eprocure.gov.in/ eprocure/ app</u>.
- 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

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-IV**. 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 is proposed 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. 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-VII 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-VII
- 6.8.2.3. 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).
- 6.8.2.4. 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.
- 6.8.2.5. 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.
- 6.8.2.6. 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 nonresponsive. Any benefit for downward reversion of prices, should be extended to the Institute.
- 6.10.2. In compelling 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, IIIT 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 **21/03/2024 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.
- 6.15.3. 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 (or lowest percentage of work value) among opened financial bids will be awarded the contract.

6.18.2. However, if the Institute discover that the price quoted by a Bidder/Company/Firm/Agency is abnormally low or unjustified, the bid may not be considered.

6.19. Tie Breaking

In case more than one bidder quotes exactly the same percentage as their rate of consultancy fee, the bidder with highest total number of experience in years will be considered for award first.

6.20. Award Criteria

The Bidder/Company/Firm/Agency quoting the lowest rate will be declared qualified if otherwise found in order. 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 tendered 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 Architect who would be responsible for taking instructions from Engineer-in-Charge or his authorized representative shall be intimated by the Architect 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 Architect 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 Performance Guarantee submitted. This may also debar the Architect 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.
- **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.;



i)

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 Architectural (involving structural consultancy thereof) for Building works during the last seven years ending pervious day of last date of submission of tender as under:

Three Building works costing each not less than ₹ 15 Cr. OR
Two Building works, each of value not less than ₹ 20 Cr. OR
One Building work of value not less than ₹ 25 Cr.

Please submit copies of Completion Certificate along with the copy of LOA/ Agreement from client mentioning the nature of Architectural consultancy work, construction value of the work, date of start of the Architectural work and date of actual completion of construction work/Architectural consultancy 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/ Work Order/Contract Agreement and corresponding TDS certificates/Building permission from appropriate local body.

- 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 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 Architectural Consultancy works for minimum of ₹ 15 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.

- C) The bidder should be Registered Council of Architecture
- D) The bidder should have not less than 10 years of professional Architectural consultancy experience in India
- E) The bidder must have an Architectural Consultancy office (with presence of at least one Jr. level Architect) in Guwahati/ Assam and the said office must be operational for at least last 3 years.
- F) The bidder should have completed at-least 3 Works (each) of value not less than
 ₹ 15 Cr. in any of the North Eastern state

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

The applicants qualifying the initial criteria as set out in para A to D above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

3.2.1 Financial strength (Form 'A') –	Max 20 Marks
3.2.2 Experience in Architectural Consultancy of works during last Seven years (Form 'B')-	Max 20 Marks
3.2.3 Performance on works (Form 'C') –Timely completion of assigned job	Max 20 Marks

3.2.4 Performance on works (Form 'C') -Quality Consultancy



service

Max 20 Marks

Max 20 Marks

3.2.5 Personnel and establishment (Form-'D')

Total 100

Marks

To qualify, the applicant must secure at least fifty percent marks in each above & sixty percent marks in aggregate.

The IIITG, however, reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it.

Marking scheme for evaluation and award of marks for different performances are tabled below:

SL.	Attributes	Max.	Evaluation
No.		Marks	
(a)	Financial Strength (Average Annual Turnover)	20	Marks: (1)50% marks for minimum eligibility criteria(2) 100% marks for twice the minimum eligibility criteria or more (3)In between (1) & (2) – on pro- rata basis
(b)	Experience in Architectural Consultancy of Building works of costing as prescribed in A(i)	20	Marks: (1)50% marks for minimum eligibility criteria(2) 100% marks for twice the minimum eligibility criteria or more (3)In between (1) & (2) – on pro- rata basis
(c)	Performance on works (timely completion of assigned work)	20	
	Parameter		Score
	TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time	if TOR=	1.001.101.20->1.20
	(The award of marks for different cases are given below. Marks will be awarded only for the Works shown to meet the eligibility criterion number 1. If the number		



	of Works shown are three, then		
	one third marks will be awarded		
	for each work. If the number of		
	Works are two, then half the marks		
	will be awarded for each work.)		
	-		
	Only performance report in given		
	format of Form 'C' will be		
	considered for evaluation.		
	For works completed as per above		20—-15—5
	TOR		
d)	Performance of works (Quality)	20	
a j	Marks will be awarded only for the		
	-		
	eligibility criterion number 1. If the		
	number of Works shown are three,		
	then one third marks will be		
	awarded for each work. If the		
	number of Works are two, then		
	half the marks will be awarded for		
	each work) Only performance		
	report in given format of Form 'C'		
	will be considered for		
	evaluation.(Need to have legible		
	signature of the issuing officer with		
	Date & Seal)		
	(i)Outstanding	20	
	(ii)Very Good	15	
	(iii)Good	10	
	(iii)dood	10	
		_	
	(iv)satisfactory	5	
	(v)Poor		
		0	
e)	Personnel &	20	(i) Full Time Architectural
	Establishment		Graduate with min. 10 years
			of experience 5 marks for
			each up to Max. 10 marks
			-
			(ii) 3 marks for Full time
			Architectural graduate having
			minimum 5 years of
			experience Or Diploma
			Architecture with minimum
			10 years of experience –
			Maximum 6 marks (iii)4
			marks for a proof of



	association with a Structural Engineer.
Total (100 Marks)	



SECTION-V

List of Mandatory Documents

1. Financial Information:

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

2. Experience in works highlighting experience in Architectural Consultancy of Building works:

Applicants should furnish the following:

- 2.1. List of all works of Building works successfully completed during the last seven years (**in form "B"**) and the construction cost of the building. 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 his/her proposed organization for the project being tendered (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-III) "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/ Council of Architecture
- 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 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 D
- 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. 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.
- 4.11. Hard copies of Bid declaration form and Acceptance letter 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 12/02/2024 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.
- 4.12. 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 Terms & Conditions:

1. SCOPE OF WORK:

The site for construction of the proposed work is located in IIIT Guwahati permanent campus, Bongora, NH-37, Guwahati-15. The specific locations of the buildings are to be identified within the Campus of IIIT Guwahati. The preparation of Architectural drawings, structural drawings, Estimate & BOQ and specifications for tender documents with Schedule rates/DSR/Market Rate Justifications of each & every item shall be deemed to be included in the Scope of this Architectural consultancy work. The Institute (IIIT, Guwahati) has planned to construct the following buildings under Phase-2.

A. Buildings

- i. A RCC Girls Hostel Building with capacity around 300.
- ii. A faculty residence block having at least 24 flats
- iii. Expansion of Academic Building (area of around 1500 sqmtr)
- iv. A 3rd Boys Hostel for the Institute with capacity around 300

B. Utilities

- i. Power supply to the new Infrastructure under Phase-2.
- ii. Water supply, Sewerage and pipe network for the new Infrastructure under Phase-2
- iii. Roads and drains considering constructions in Phase-2
- iv. Basic landscaping considering Phase-2 infrastructure.

C. The estimated expenditure for the buildings in this phase is about Rs. 40 crores.

- D. The Consultant shall faithfully, expeditiously, economically and honestly provide the services for the above mentioned buildings as well as will be ready to provide similar services for other assigned works as may be decided by the Institute and in line with the agreement to be drawn with the Architect for the purpose of completing Phase-2 in the IIITG campus.
- E. The structural design & basic interior design of the Buildings will be part of this Architectural Consultancy service and No extra will be paid for these. Soil testing data, will however be provided from the Institute's end.
- F. All other planning & design for associated utilities will be also the responsibility of the Architect.



Details of Services:

i. Housing & Hostel Buildings Buildings:

- i. Architectural work for Original Block.
- ii. Structural Analysis / Engineering including frame analysis for Original block and drawings.
- iii. Analysis & Design of Foundations and drawings.
- iv. Structural design & drawings upto plinth level
- v. Structural design & drawings for superstrcture
- vi. Associated Sanitary, plumbing, drainage, water supply and sewerage work.
- vii. Detailed Estimate including detailed take-off calculation sheets, analysis of rates
- viii. Electrical works, Firefighting works drawings.
- ix. Interior designing, Elevators, acoustic work/HVAC etc. as may be applicable.
- x. Completion drawing at the end of construction period



Schedule of Services in General:

- i) Prepare conceptual plan with reference to the requirement given by the Institute and prepare preliminary estimate of cost for facilities for 1st phase.
- ii) Modify the conceptual plan incorporating required changes and prepare preliminary drawings for the Institute's approval along with revised preliminary estimate.
- iii) Prepare and Submit 1st phase construction layout plan along with cost estimate.
- iv) Prepare drawings necessary for submission to the statutory body, if required/ Institute records etc.
- v) Prepare drawings, specifications, Bill of Quantities sufficient to prepare schedule of quantities and estimates of cost
- vi) Prepare drawings and specifications for services
- vii) Prepare and issue working drawings and details for proper execution of works during construction including checking and approving shop drawings submitted by the contractor/vendors.
- viii) Periodic visit to the site of work as and when necessary to clarify any decision or interpretation of the drawings and specifications that may be necessary and attend meetings, as and when required.
- ix) Visit site of work on demand/request to inspect and help institute to evaluate the construction works and where necessary clarify the drawings and specifications.
- x) Local Architect Representative of the Architect (for outstation Architect firms) to be available during entire duration of the work to clarify any decision or interpretation of the drawings and specifications requiring immediate attention and to attend meetings, as and when required.
- xi) Prepare and submit completion reports and drawings for the project as required and assist the client in obtaining "Completion/Occupancy Certificate" from statutory authorities, whenever required. Issue four sets of as built drawings including services along with a soft copy.

2.0 PAYMENT OF CONSULTANCY FEES

The rate of consultancy fee **will be quoted % of the completion cost of works** shall be firm, fixed and final and inclusive of all taxes except the GST/Service Tax (Service Tax/GST to be reimburse on actual on production of documentary evidence) and valid till completion of the project. However, the Architect fee shall exclude the following:

- a) Cost of Land/Land Development.
- b) Plan approval and service connection deposits and fees to local and /or statutory bodies/ State/Central Govt., paid/payable by the Client.
- c) Any other services, fittings and fixtures which are not designed and planned by the Consultant.
- d) Cost of demolition of the existing building or its portion. Any infructuous expenditure as a result of demolition etc. and cost of any rejected work.



- e) Cost of supervisory and other establishment employed on work by Consultant or the Client.
- f) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of building etc.
- g) Escalation in the cost of work due to increase in rates of materials, labour etc. after award of work.
- h) Any deviation in the items of work not authorized by the Client prior to its execution.
- i) Cost of any equipment which does not come under the scope of works of consultant.
- j) Expenses relating to all legal fees and taxes etc. payable to various statutory and local authorities paid by Client.
- k) Any payment towards reimbursement of taxes and duties, levies, cess etc.
- 1) For any repetitive nature of work, only 50% of agreed fee will be payable.

3.0 STAGES OF PAYMENT:

A. Other Institutional Buildings, Hostel Buildings & Housing Buildings including Structural Design Work: (Payment per tender that is floated)

Sl. N o.	Stages of Work	Percentage of total cons ultancy fees
1	Submission of conceptual drawings and drawings with reference to requirements given and approximate preliminary estimated cost on plinth area rate basis (in 2 sets)	5%
2	Submission of the modified conceptual designs and drawings incorporating required changes suggested for the Institute's approval along with revised preliminary estimate cost. (in 2 sets)	15%
3	Submission of presentation drawings necessary for statutory bodies, as may be required/ Institute records etc. (in 4 sets)	5%
4	Submission of tender drawings, schedule of item with quantities and specifications to prepare detailed estimate and tender document by Institute (in 4 sets & required soft copies).	20%
5	Submission of " Good for Construction " drawings in standard size in 6 sets including structural design calculations with detailed specifications in phase-wise.	30%
6	Submission of detail drawings of services with specifications and modifications in Master plans wherever applicable (in 4 sets).	5%
7	On acceptance of all documents and submission of completion drawing as built (in 4 sets) and after successful handing over of the project to the client.	20%
	Total (Consultancy Fees)	100%

Note:

A) The payment will be made on executed value and any payment made otherwise will be adjusted in future bills.



- B) The payment for item no.1 to 4 will be made on estimated value and the same will be ad justed in subsequent bills based on executed value. All Payment will be released on prorata basis.
- 4.0 For any unauthorized absence of Local Architect during execution period of the work, penalty @ Rs.25000/- per month of absence will be charged and for which certification from the Engineer-in-Charge of the job is final & biding.
- 5.0 For all other Terms & conditions, clauses for Execution of Assignment, Professional duties & Liabilities, Negligence, Terminations & Penalties etc. standard CPWD con ditions/Guidelines of Council of Architecture will be applicable.

6.0 JURISDICTION

All legal disputes if any, will be subjected to the courts under the jurisdiction of the Gauhati High Court.

5.1.ARBITRATION CLAUSE :

"Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship materials used in the work or as to any way arising out or relating to the contract design, drawings, specifications, estimate, instructions order or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising after award of work or during the progress of the work or after the completion of work or abandonment thereof shall be referred to Director, IIIT, Guwahati, who will jointly appoint the Sole Arbitrator or re-appointment another person on transfer or vacation of office or unable to act as Arbitrator in place of the original Arbitrator.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996, or any statutory modification or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion."

The cost of arbitration shall be totally borne by the Consultant.

7.0 **GENERAL**: The Architect consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged, if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception. The employer/Institute will have the work of consultant and/or his sub-consultants/associates supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimates and designs. The cross checking by Client's own supervisory staff, if any does not absolve the Architect consultant of his responsibility of general accuracy & economy of the designs. The consultant shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy the requirements.



The consultant has to agree that the fees to be paid as provided will be in full discharge of functions to be performed by him and no claim whatsoever shall be admissible against the employer in respect of any proprietary rights of copyright on the part of any other relating to the plans, models and drawings. The consultant shall indemnify and keep indemnified the employer against any such claims and against all costs and expenses paid by the employer in defending himself against such



Annexure-I

Form A

FINANCIAL INFORMATION

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five 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/ projec t and locatio n	Owner /Spon soring Organi sation	Cost of work (in Crores)	Date of comm encem ent as per Contra ct	Stipul ated date of compl etion	Actual date of Compl etion	Litigat ion / Arbitr ation non pendi ng / in progre ss in details *	Name & addres s/tele phone numb er of officer to whom refere nce may be made	Remar ks
1	2	3	4	5	6	7	8	9	10

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

Signature of Applicant(s)



Form C

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. If any delay was there in performing the Architectural assignment:
 - II. If Yes, please specify how much was the delay (25% of the assigned time frame, 50% of assigned time frame or 100% of assigned time frame):
- 9. Performance Report
 - I. Quality Work Outstanding/Very Good/Good/Poor
 - II. Technical Proficiency Outstanding/Very Good/Good/Poor
 - III. Resourcefulness Outstanding/Very Good/Good/Poor
 - IV. General Behavior Outstanding/Very Good/Good/Poor

Date:

Executive Engineer or Equivalent

Seal of the Issuing

Official/Office



FORM 'D'

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

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

Signature of Applicant(s)



FORM 'E'

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 from his/her assignment for a period of more than six months continuously after you commenced the work? 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 assignment 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. Specify details of Architectural Office in Guwahati/Assam (in case firm is from outside Assam/Guwahati)
- 13. Any other information considered necessary but not included above.

Signature of Applicant(s)



FORM 'F'

Site Visit Proforma

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

(For & On behalf of Bidder



Annexure-II

ACCEPTANCE LETTER TO BE UPLOADED & ENCLOSED ALONGWITH BID DECLARATION

(Address of submission as mentioned in "Notice Inviting Tender")

NAME OF WORK: Architectural Consultancy for Phase 2 works of Indian Institute of Information Technology Guwahati.

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:



Annexure-III

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

To The Director, IIIT Guwahati

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.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name



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,

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

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/son whose behalf this guarantee is issued.

) 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 theday offor (indicate the name of the Bank)

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)

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



Annexure-V

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 hereby appoint and authorize Mr. issue POA) do Ms / with our company M/S

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

INTEGRITY PACT

To, All the Participating bidders,

Sub: NIT No. IIITG/Works/45/2024/179 date: 26/02/2024

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.

Dean (Administration), IIITG



INTEGRITY PACT

To,

Dean (Administration), IIIT Guwahati

.....

Sub: Submission of Tender for the work of Architectural Consultancy for Phase 2 works at IIIT Guwahati in Bongora, under Kamrup (R) District, Guwahati. NIT No: IIITG/Works/45/2024/179 dated: 26/02/2024

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 is 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)

AND

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)/ Contract(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 intensions.

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-VII

Tender Inviting Authority: Indian Institute of Information Technology Guwahati

Name of Work: Architectural Consultancy for Phase 2A works of Indian Institute of Information Technology Guwahati

Contract No: IIITG/Works/45/2024/179 Date: 26/02/2024

	-				
Name of the					
Bidder/					
Bidding Firm /					
Firm /					
Company:					
PRICE SCHEDULE					

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values

		only)			
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #
SI. No.	Item Description	Quantity	Units	Percentage In Figures To be entered by the Bidder in Numbers	TOTAL Percentage without taxes
1	2	4	5	7	8
1	Sub Heading 1				
1.01	Providing Architectural Consultancy for Phase 2A works at IIIT Guwahati as per NIT clauses/ payment terms	1.000	Percentage of Executed work value		0.00