

भारतीय सूचना प्रौद्योगिकी संस्थान गुवाहाटी
Indian Institute of Information Technology Guwahati

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



Tender No: IIITG/ESTAB/58/2024/109
Date: 25th April 2024

**Notice Inviting e-Tender for Hiring of Agency for
Providing Potable Packaged Drinking Water at
Indian Institute of Information Technology
Guwahati**

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 *Hiring of Agency for Providing Potable Packaged Drinking Water* at Indian Institute of Information Technology Guwahati as per following schedule:

Tender No	IIITG/ESTAB/58/2024/109 dated 25.04.2024
Tender Name	e-Tender for Hiring of Agency for Providing Potable Packaged Drinking Water at Indian Institute of Information Technology Guwahati.
Tender Publishing Date	1 st May 2024
Location of services to be rendered	IIIT Guwahati Campus, Bongora, Guwahati, Assam 781015, Assam-INDIA
Period of Contract	Initially for 02 Years. This period may be extended further annually up to 05 years on satisfactory performance of the agency.
Pre-Bid Meeting Date, Time & Venue	NA
Bid Submission Start date	2 nd May 2024, 09:00 AM
Bid Submission End date	16 th May 2024, 03:00 PM
Date of Opening of Technical Bids	17 th May 2024, 03:30 PM
Date of Opening of Financial Bid	To be intimated later
Tender Document	The bid form can be freely downloaded from IIITG Website: http://www.iiitg.ac.in as well as Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app) from 01.05.2024 onwards.
Tender Fee (non-refundable)	₹5000.00 (Rupees Five Thousand Only) 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.
Earnest Money Deposit (EMD)	₹ 30,000/- through online procedures. MSME's are exempted from the payment of EMD, SMEs should submit a valid MSME certificate.
Performance Bank Guarantee	3% of final tender value
Communication Address	Dean (Admin) Indian Institute of Information Technology Guwahati Bongora, Guwahati, Kamrup(R) 781015, Assam Email: estab@iiitg.ac.in



- 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/-

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 on the tender document before submitting their bids.
- 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, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with **100 dpi with black 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. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 3.6. **The tenderers are required to visit the IITG Premise to see the actual location and area 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 including the Standard Operating procedures.**



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.
- 4.4. A standard BoQ format (Annexure-K) 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 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 0120-4200462, 0120-4001002, 0120-4001005.

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) and Bid Security (EMD) of ₹30,000.00 (Rupees Thirty Thousand only) 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 can also be submitted in the form of BG as per the format given at the **Annexure-F**. 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

Not Available.

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. Tender/ EMD fee details with receipt. If the proof of Tender Processing Fee and EMD submission 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)
- 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 (Inclusive of all taxes). The duly filled BoQ in xls i.e excel format (copy of the BoQ is shown at Annexure-K 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. 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-K.
 - 6.8.2.3. The price once accepted by the Institute shall be applicable during the period of agreement. No rate will be revised without the approval of the Competent Authority of the Institute.
- 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 180 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. 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 **17th May 2024 03:30PM** 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 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 will 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.

6.20. 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.

6.21. 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.

6.22. Refund of EMD to the unsuccessful bidder: EMD will only be refunded to the unsuccessful bidders within 60 days after finalization of Tender.

6.23. Fall clause: The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.

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.;



8. “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organization (e.g. Security Services, Operation & Maintenance Services/Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Operation & Maintenance Services, Errand/Messenger Services and so forth).
9. “Service Contract” (including the terms ‘Service order’ or ‘Letter of Intent’ or ‘Contract for other services’ under certain contexts), means a formal legal agreement in writing relating to the subject matter of providing required services, entered into between the Client and the Service Provider/ Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
10. “Service” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.



SECTION-IV

Minimum Eligibility Criteria for Bid Submission

The bidders having followed minimum qualification are eligible for bidding:

1. Experience and Turnover:

- 1.1. The bidder firm must be a legally valid identity i.e. a Proprietary/Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).
- 1.2. The bidder must have carried similar types of work of supplying of drinking water to *Institutions or Offices of repute such as Institute of National Importance/ Centrally Funded Technical Institutes (CFTIs)/Central or State Government Universities/PSU/ Central or state Government funded Autonomous Bodies/PSUs/Well repute Private Organisation/Institution* in the district of Kamrup rural or Kamrup metro, Assam.
- 1.3. The bidder must have at least one similar ongoing contract of value not less than ₹12 lakhs per year for supplying of drinking water to Institutions or Offices of repute such as Institute of National Importance/ Centrally Funded Technical Institutes (CFTIs)/Central or State Government Universities/PSU/ Central or state Government funded Autonomous Bodies/PSUs/ Well repute Private Organisation/Institution. Necessary relevant document to this effect to be enclosed.
- 1.4. Must have an average Annual Turnover of ₹10 Lakhs or above of the preceding three (03) financial years (2021-22 ,2022-23 and 2023-24), and to be certified by Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years.
- 1.5. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
- 1.6. The Bidder must produce certificate of experience from the clients with its contract value. the certificate of experience should be exclusively for Supplying of Drinking Water.



- 1.7. Copy of work order/agreement and/or self-certified certificates WILL NOT BE ACCEPTED as certificate of experience. If any document other than certificate of experience is produced, such document WILL NOT BE ACCEPTED. Bids not accompanied by certificate of experience issued by the client WILL AUTOMATICALLY STAND DISQUALIFIED
2. An affidavit, in original: Duly certified by a Notary that:
 - 2.1. The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed in the last five years.
 - 2.2. That there are no dues towards income tax as on the date of the affidavit.
3. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.
4. The bidder /Company / Firm / Agency should have valid PAN and GST Number.
5. Valid and up to date FSSAI Certificate.
6. The bidder /Company / Firm / Agency should have its own Bank Account.

Note:

1. Non-compliance with any of the above conditions by the Service Provider will lead to disqualification for being nonresponsive.
2. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose, unless it is specifically mentioned in the criteria.



SECTION-V

Requirement of Services

IIT Guwahati is an autonomous academic institute under Ministry of Education, Govt. of India and is desirous of engaging the service provider for providing “*Packaged Drinking Water Supply at Indian Institute of Information Technology Guwahati*”. The details of Services requirement are as follows:

1. Service Requirement:

- 1.1. The vendor (Successful Bidder) shall supply potable packaged drinking water in each and every building of the Institute. The supply is to be effected 24x7 hours as and when required. The size of the packed jars should be 20 liters.
- 1.2. The vendor shall keep in touch with hostel caretakers and security guards of the Institute for the requirement and supply of the drinking water. The vendor should be capable in supplying potable water on very short notice (about within an hour) as and when required.
- 1.3. The frequency of supply of water at the location will be met with daily requirement which is about 100 bottles (20 liters/bottle) per day or as per the requirement by the Institute, which may increase or decrease as per requirement.
- 1.4. The vendor shall arrange the timely delivery of the packaged potable drinking water to the Institute at their own cost.
- 1.5. The vendor shall be responsible for supplying the necessary quantity of 20-liter jars at their own expense.
- 1.6. The vendor also need to supply the required water dispensers at their own cost. The dispensers must be cleaned/replaced periodically by the vendor.
- 1.7. The owner of the firm should be available on his direct telephone (office as well as residence) and also on mobile phone, Mobile number shall also be given.
- 1.8. The water should be clear, colourless, potable, totally hygienic and odourless. The vendor shall submit the test reports of water, (Chemical& Biological) to the Institute on quarterly basis or/as when required from a government approved laboratory, the expenses of tests should be borne by the vendor only.
- 1.9. The potable water should be ISI standard (ISI code No. is required to be submitted



by the successful bidder) as per BIS- 14543-2004 specification (https://bis.gov.in/qazwsx/cmd/water_manual.pdf) . In case of deficiency in service or quality of water, it would be open for the Department to cancel the contract and forfeit the performance security. Compensation, if any, in case of any loss of health of the students/employees on account of water borne diseases occurred due to intake of water supplied by the contractor, will be the responsibility of the vendor.



SECTION-VI

General Terms and Conditions

1. Mandatory Compliance:

- 1.1. The vendor shall comply with rules, regulations and bylaws laid down by Bureau of Indian Standards (BIS)- 14543-2004 specification (https://bis.gov.in/qazwsx/cmd/water_manual.pdf) for the potable water.
- 1.2. The water should be clear, colourless, potable, totally hygienic and odourless. The vendor shall submit the test reports of water, (Chemical & Biological) to the Institute on quarterly basis or/as when required from a government approved laboratory, the expenses of tests should be borne by the vendor only. The dispensers must be cleaned/replaced periodically by the vendor.
- 1.3. The vendor shall obtain certificate/License from concerned authority like Govt. of Assam for supplying packaged potable drinking water. They should have valid fssai license.
- 1.4. The supply of water should be effected from latest batch of manufacturing.
- 1.5. The vendor shall comply with any other instruction issued to her by the Institute from time to time.
- 1.6. The Service Provider or her representative should remain in touch with the Hostel caretakers, Security Guards, Establishment Section/ concerned officer-in-charge, if she needs any instruction(s).
- 1.7. All personnel/ employees/ workmen employed by the contractor shall be adults with good health and sound mind.
- 1.8. No items will be taken out of the institute without written permission of IIIT Guwahati. Normally no inventory shall be shifted from one room or placed in another, without approval and making valid entry in the stock register of the inventory.
- 1.9. All personnel and their bags and baggage deployed with the contractor shall be liable for physical check both at the time of entry and leaving the campus.
- 1.10. **Complaints:** It will be obligatory on the part of the successful contractor to keep a suggestion book to record any suggestion/ complaints, on performance of services by the institute for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their

reoccurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of the institute.

2. **Marking:** The following particulars shall be marked legibly and indelibly on the label of jar:

- 2.1. Name of the product.
- 2.2. Name and address of the manufacturer.
- 2.3. Brand name if any.
- 2.4. Batch or code number.
- 2.5. Date of processing/packing.
- 2.6. Best for consumption up to (date) or Best for consumption within (date).
- 2.7. Net Quantity.
- 2.8. BIS Certification and Marking.
- 2.9. Direction for storage.
- 2.10. Any other relevant information.

3. General requirement for Jars:

- 3.1. Filling and sealing of jars should be done with automatic machines under hygienic conditions.
- 3.2. Drinking water shall be collected, processed, handled, packaged and marked in accordance with the hygienic practices.

4. Statutory Compliance:

- 4.1. **Minimum Wages:** The successful bidder shall have to comply with prevailing minimum wages (i.e. for Unskilled/ Semi-Skilled/ Skilled/ Highly skilled) stipulated by Labour and Employment Department, Govt. of Assam and other statutory dues as per rules/ notifications etc. with regard to payment of wages to the personnel employed by the vendor for the above work.
- 4.2. **Compliance with Laws:** The contractor shall ensure full compliance with all statutory laws of the Government with regard to this contract and shall be solely responsible for the same. The contractor shall indemnify or deemed to have indemnified IIIT Guwahati fully for all claims and losses arising out of this contract against liability of tax, interest, penalty, any claim, statutory non-compliance, damage, compensation etc.
- 4.3. The contractor shall maintain all records about the statutory compliance as per the Government of India rules and regulations at their end. IIIT GUWAHATI will have the right to verify each and every document.



4.4. No child labour should be engaged and human rights as per law shall be protected and adhered to.

5. Monitoring:

5.1. Periodic water testing will be made by the authorized person to check quality and hygiene.

5.2. The quality of the water and the hygiene level will be checked randomly by the Dean/ Students Welfare/ Employee/ Competent Authority. In the event of use/serving of any substandard product, use of unclean jars as certified by the Competent Authority, formal complaint shall be recorded against the Contractor and appropriate penalty will be levied by the Institute on Contractor. Repeated complaints of this kind from the said authorities can result in the termination of the contract after appropriate inquiry by the Competent Authority and the decision of the Institute Competent Authority will be final in this regard.

6. Penalty:

Penalty on account of unsatisfactory service will be imposed on the vendor. The methodology for deduction will be as under:

6.1. A penalty of ₹1000.00 will be imposed in case the water is not up to the mark or any unhygienic means used or any major fault in the water.

6.2. Not attending or discouraging any service related complaints would impose a fine of ₹1000 per incident.

6.3. In case of non-maintenance / carelessness/ violation of general hygienic norms penalty shall be made @₹ 1000/- per event etc., taking into account the loss of goodwill and inconvenience caused to the institute.

6.4. In case of unforeseen or peculiar circumstances, the decision of the institute, so far as imposition of penalty is concerned, shall be final.

6.5. In case of repetitive non-attendance of service complaints, a fine of ₹5000/- per incident/instance will be imposed and the contractor shall lead to appropriate action by the Competent Authority.

6.6. In case of any imposed penalty by any Statutory Authority, for non-compliance of any statutory obligation by service providing agency as per the Statutory Acts & Rules. The same shall be over and above the contractual clauses.



- 6.7. For any violation in the agreement a fine of ₹5,000/- will be imposed.
- 6.8. Repetitive complaints of offensive conduct by the contractor shall lead to appropriate penalization and action by the Competent Authority.
- 6.9. IIIT Guwahati may at its discretion, recover penalties. In the event of appeal, the decision of Director, IIIT Guwahati shall be final and binding upon the contractor.

7. Conduct of employees:

- 7.1. IIIT Guwahati will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the contractor.
- 7.2. In case, the person employed by the successful bidder commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence/ security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.
- 7.3. The contractor shall be solely responsible for the conduct of his / her workers and in any case of any complaint against any of his staff, the contractor will be under obligation to change the worker concerned when instructed by institute.
- 7.4. The contractor shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not and cannot hold any responsibility with regard to workers on the pay roll of the contractor whatsoever.
- 7.5. **Personal Hygiene:** contractor shall ensure that staff employed in all services is free from any infection or communicable disease and arranged their regular health check-ups from Medical officer at their own cost.

8. Other Terms and Conditions:

- 8.1. **Termination without compensation:** In the event of violation of any terms



and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and institute will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.

- 8.2. **Performance of contractor:** In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIIT Guwahati reserves the right to impose penalty/ revoke the contract as deemed fit.
- 8.3. The personnel of the contractor shall be liable to security search by the Security Staff/ Agencies deployed by IIIT Guwahati.
- 8.4. IIIT Guwahati shall not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them under their payroll.
- 8.5. IIIT Guwahati shall not be under any obligation for providing employment to any of the workers of the contractor during and after the expiry of the contract. There will be no employee-employer relationship between any of the workers of the contractor and IIIT Guwahati.
- 8.6. In case the contractor is required to (or decide otherwise) discontinue the contract, he/she should give at least three months' notice to IIIT Guwahati and shall remain essentially working for the said period of notice or till alternate arrangements are made.
- 8.7. The contractor shall comply with all requirements under central and local taxes laws / GST and shall be responsible for payment of all taxes and other statutory payments to the respective authorities.
- 8.8. If the scope of service increases, the same will be extended on mutual terms and conditions.
- 8.9. Institute shall have the right to inspect the books of accounts of the firm/ contractor as and when required.



8.10. At any time during the period of the contract, if it comes to the notice of the Institute that the contractor has misled this Institute by way of giving false/ incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal actions as per law.

8.11. The contractor should not sublet the work to any other agency/ contractor.

9. Damages and Losses:

9.1. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by the Competent Authority of IIIT Guwahati.

10. Contract Agreement: The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of ₹100/- (One hundred only) as per the specimen enclosed. IIIT Guwahati reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.

11. Period of Contract: Contract period will be initially for 02 (Two) Years. This period may be extended further annually up to 05 years on satisfactory performance. In case of performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of three months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be absolutely forfeited.

12. Exit Clause:

12.1. If the services of the contractor are not found satisfactory, they will be issued one months' notice for improvement by the IIIT Guwahati. If satisfactory improvement is not found even after this notice, a final two months' notice will be issued to the contractor by the IIIT Guwahati authority to terminate the contract without prejudice to any rights or privileges accusing either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligations.

12.2. In case the contractor is required to (or decide otherwise) to discontinue the contract, she/he should give at least 3 months' notice to IIIT Guwahati and shall



remain essentially working for the said period of notice, till alternate arrangements are made.

- 12.3. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving three months' notice.
- 12.4. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- 12.5. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the contractor.

13. Arbitration and jurisdiction

It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIIT Guwahati. The bidder shall make request in writing to the institute for settlement of any disputes within 30 days of arising of the cause of dispute failing which no disputes / claims shall be entertained by institute. The decision of the Director, IIIT Guwahati will be final and binding on the parties. However, all matters of jurisdiction shall be at the local courts.

14. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to cancel the contract in whole or part thereof at its own discretion. For the period of force majeure, no amount shall be payable to the Contractor.



SECTION-VII

Bid Evaluation

Evaluation of Bids:

Tender Evaluation Criteria: The committee of IIIT Guwahati will prepare a list of firms participated in the tender based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of only eligible bidders (technically responsive bidders) will be opened on a later date to be notified on CPP Portal.

Evaluation will be based on two stage evaluation of bids.

Stage 1: Technical Evaluation:

- 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.
- Bidders meeting all technical parameters will be declared as Technically Qualified bidders and qualify for opening of financial/price bid opening.
- The decision of the tender committee/ competent authority will be final and binding in this regard.

Stage 2: Financial/Price bid Evaluation:

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.

- In financial evaluation, Bidder/Company/Firm/Agency offering lowest price, among opened financial bids will be awarded the contract.
- If the price quoted by a Bidder/Company/Firm/Agency is abnormally low in comparison to the market prices in and around Guwahati or unjustified, the bid will not be considered.

A. Tie-Breaking Clause:

In case of a tie, the bidder having maximum years of experience in Supplying Potable Packaged Drinking Water in an Educational Institute of repute in and around Guwahati will be declared as the successful bidder.



ANNEXURE A

TENDER ACCEPTANCE LETTER
(To be submitted on Company Letter Head)

Date: _____

To,

The Director
Indian Institute of Information Technology Guwahati,
Bongora, Guwahati, Kamrup(R),
PIN: 781015 Assam

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No./ Date:
Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.iiitg.ac.in, <http://eprocure.gov.in/eprocure/app> as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that our firm will submit the applicable Performance Bank



Guarantee within two weeks from the date of award of contract if Contract is awarded to our firm.

7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory:
(Signature of the Bidder, with Official Seal)



ANNEXURE B

AUTHORITY LETTER

AUTHORIZATION

We _____ (name of the bidder) hereby authorise Shri / Smt. _____ (name of the authorised person) to sign and submit the bid to IIIT Guwahati against their Tender No. _____ dated _____. Shri / Smt. _____ (name) is also authorised to negotiate the terms and conditions pertaining to the said tender on behalf of M/s _____ (name of bidder). The specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorised to delegate the authority on behalf of M/s _____ (name of bidder), as stipulated above.

For _____
(name of bidder)

Signature & Company Seal:

Name:

Designation:

Email:

Mobile No.:

**ANNEXURE C****TECHNICAL DATA SHEET CUM CHECKLIST**

Details of Organization/Service Provider

(To be submitted in the organizational letterhead)

S No	Description	Checklist (Yes/No)	Page No
1.	Name of the Firm		
2.	Year of Establishment		
3.	Complete Address with contact number and e- mail id.		
4.	Name & Designation of the contact person with mobile number and e-mail id.		
5.	The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered, who possess the required certificate .		
6.	The bidder must have carried similar types of work of supplying of drinking water to <i>Institutions or Offices of repute such as Institute of National Importance/ Centrally Funded Technical Institutes (CFTIs)/Central or State Government Universities/PSU/ Central or state Government funded Autonomous Bodies/PSUs/Well repute private organization/Institution</i> in the district of Kamrup rural or Kamrup metro, Assam.		
7.	The bidder must have at least one similar ongoing contract of value not less than ₹12 lakhs per year for supplying of drinking water to Institutions or Offices of repute such as Institute of National Importance/ Centrally Funded Technical Institutes (CFTIs)/Central or State Government Universities/PSU/ Central or state Government funded Autonomous Bodies/PSUs/Well repute private organization/Institution. Necessary relevant document to this effect to be enclosed.		
8.	Average of the annual turnover over the last 3 financial years should be at least of ₹10 Lakhs. Audited Balance Sheets of preceding three years with Income and Expenditure statement and Profit and Loss Account & Audit report of last three years		
9.	Solvency certificate of ₹5 Lakh from any nationalized/ scheduled bank.		
10.	Certificate (Affidavit) duly signed by MD/ CEO of the company in the Court of a First-Class Magistrate/ notarized that they haven't been debarred or blacklisted for any services, supplies or products dealing in by any organizations and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.		
11.	Registered with Income Tax, GST and all other relevant departments.		



12.	Proof for payment of Income Tax return for the three financial years.		
13.	Other relevant experience(Optional)		
14.	Valid PAN and GST.		
15.	Valid and up to date FSSAI Certificate		
16.	Bank Account		

Note: the documents must be numbered and uploaded serially as listed above.

Declaration: I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with IIIT Guwahati.

Date:

Signature of the tenderer with seal



ANNEXURE- D

TURNOVER DETAILS

(To be submitted on Company Letter Head)

Evaluation Criteria				Remarks
	Financial Year	Turnover (₹)	Profit & Loss (₹)	
Bidder's Annual Turnover for last three financial years	2021-22			Supporting Documents are to be attached.
	2022-23			
	2023-24			

Authorized Signatory:
(Signature of the Bidder, with Official Seal)



ANNEXURE-E

Solvency Certificate
[Format for Solvency Certificate]

(On Bank's letter head)

To

The Director
Indian Institute of Information Technology Guwahati

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s..... (address).....a customer of our bank is respectable and be treated as good for an engagement up to a sum of ₹(Solvency amount) only as on.....(Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For Bank

Bank Officer with designation



ANNEXURE F

Bank Guarantee Format for Furnishing Bid Security (EMD)

(To be submitted on Bank Letter Head)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated for (hereinafter called the “Tender”) against the Client’s tender enquiry No. KNOW ALL MEN by these presents that WE.....of..... having our registered office at..... are bound unto(hereinafter called the “Client”) in the sum of for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity: -
 - a. If the tenderer fails to furnish the performance security for the due performance of the Contract.
 - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client (IIIT Guwahati) having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank
Name of the officer _____
Designation of the officer _____
Seal, name and address of the Bank and
address of the Branch.



ANNEXURE-G

**PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)**

To,

**The Director
Indian Institute of Information Technology Guwahati,
Bongora, Guwahati, Kamrup(R), PIN 781015 Assam**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Letter of Intent (LoI) issued vide No. _____ Dated _____ by Indian Institute of Information Technology Guwahati (IIIT Guwahati) to M/s _____ (Name & Address of Bidder) for ***Hiring of agency for providing Potable Packaged Drinking Water at IIIT Guwahati*** The conditions of LoI provide that the Bidder shall render the services as given in the tender document and the agreement between both the parties.

M/s (Name of bidder) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the LoI No. _____ M/s. _____ (name of contractor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

IIIT Guwahati shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the contractors obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a - vis the contractor or the said contract or to grant time and or indulgence to the contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of IIIT Guwahati under any security now, or hereafter held by IIIT Guwahati and no such dealing(s) with the contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IIIT Guwahati hereunder or of prejudicing right of IIIT Guwahati against the bank.



This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of IIIT Guwahati and liabilities of the contractor arising up to and until____(date).

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that IIIT Guwahati may now or at any time have in relation to its claims or the contractor's obligations/ liabilities under and / or in connection with the said contract and IIIT Guwahati shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security(ies) at its sole discretion and no failure on the part of IIIT Guwahati in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____(Name of Bank) hereby agree and irrevocably undertake and promise that if in the opinion of IIIT Guwahati, any default is made by M/s _____(Name of bidder) in performing any of the terms and /or conditions of the agreement or if they commit any breach of the contract or there is any demand by you (IIIT Guwahati) against M/s _____(Name of bidder), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____(Name of bidder), pay you, in any manner in which you may direct, the amount of ₹_____-/- (Rupees_____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____(Name of bidder) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____(Name of bidder).

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the contractor or any order or any order or communication whatsoever by the contractor stopping or preventing or purporting to stop or prevent payment by the Bank to IIIT Guwahati hereunder.

The amount stated in any notice of demand addressed by IIIT Guwahati to the Bank as claimed by IIIT Guwahati from the contractor or as suffered or incurred by IIIT Guwahati on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IIIT Guwahati be conclusive of the amount so claimed or liable



to be paid to IIIT Guwahati or suffered or incurred by IIIT Guwahati, as the case may be and payable by the Bank to IIIT Guwahati in terms hereof.

You (IIIT Guwahati) shall have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of bidder) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of bidder) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of ₹ _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ (Name of bidder) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of bidder) but shall in all respects and for all purposes be binding and operative until payment of all dues to IIIT Guwahati in respect of such liability or liabilities.

Our liability under this guarantee is restricted to ₹ _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suitable action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- a) Our liability under this guarantee shall not exceed ₹ _____ (in words) _____.



- b) This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- c) We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____.

Signature of the authorized officer of the bank

Name of the officer _____

Designation of the officer _____

Seal, name, email and address of the Bank and address of the Branch.



ANNEXURE-H

**INTEGRITY PACT
(on non-judicial paper of appropriate value)**

This INTEGRITY PACT is made and executed at _____ on this day of _____ 202_____

BY AND BETWEEN

Indian Institute of Information Technology Guwahati (IIIT Guwahati), an autonomous organization under Ministry of Education, Govt of India having its permanent campus at Bongora, Kamrup(R), PIN - 781015 (hereinafter referred to as "The Principal" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s. _____ a company incorporated under the Companies Act _____ through its representative/ authorized signatory _____ (Name and Designation of the Officer) vide resolution dated _____ passed by the Board of Director, having its office at _____ (hereinafter referred to as "The Bidder/Contractor" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled.
 - b) The principal will during the tender process treat all Bidder(s) with equity and reason. The principal 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 process or the contract execution.
 - c) The principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit 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 persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the 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 or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization 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)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal 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 name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - 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.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be



entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise 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 and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors.

1. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) .

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to



all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Director, IIIT Guwahati.

3. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIIT Guwahati.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Director, IIIT Guwahati within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Director, IIIT Guwahati, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIIT Guwahati has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word “Monitor” word include both singular and plural.

Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to



be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director, IIIT Guwahati.

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Guwahati (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : _____

Date : _____

Witness 1 (Name & Address):

Witness 2 (Name & Address):

Witness 1 (Name & Address):

Witness 2 (Name & Address):



ANNEXURE-I

**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 _____ years 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-I

**FORMAT OF AGREEMENT
(To be made on ₹ 100.00 Non Judicial Stamp Paper)**

This agreement is made at IIIT Guwahati on the ____ day of __ between the Associate Dean (Admin) on behalf of Director, IIIT Guwahati, having its office at IIIT Guwahati, Bongora, Kamrup(R), PIN- 781015 (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

And
M/s _____ having its registered office at _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Office Canteen Service at Indian Institute of Information Technology Guwahati on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Gratuity, ESI, WCP etc. relating to the personnel deployed in IIIT GUWAHATI. The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/ medical/ health related liability/ compensation for the personnel deployed by it at IIIT Guwahati site. The 'Client' shall have no liability in this regard.
3. Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving three-month notice by either party.
5. In case of non-compliance with the contract, the 'Client' reserves its right to: a) Cancel / revoke the contract; and / or b) Impose penalty as prescribed in the penalty clause of tender.
6. Security Deposit equal to ____% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order /



Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.

7. The agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in IIIT Guwahati site by first week of every month.
8. The manpower provided by the 'Agency' will not claim to become the employees of IIIT Guwahati and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in IIIT GUWAHATI site.
9. There would be no service charge payable to the 'Agency' during the contract period.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
11. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
13. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at PIN. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.

This Agreement will take effect from_____. The period of contract will be valid for two years and it may be further extended on mutual agreement subject to the satisfactory performance by the service provider.



IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in PIN in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'IIIT

Guwahati' Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

Stamp / Seal of the 'IIIT Guwahati'

SIGNED, SEALED AND DELIVERED

By the said

By the said

(Name)

(Name)

On behalf of the 'Agency' in presence of
Witness

On behalf of the 'IIIT Guwahati' in
presence of
Witness

Name : _____

Name : _____



ANNEXURE-K

BOQ for Viewing Purposes Only

Validate	Print	Help	Item Rate BoQ				
Tender Inviting Authority: Indian Institute of Information Technology Guwahati							
Name of Work: Hiring of Agency for Providing Potable Packaged Drinking Water at IIIT Guwahati							
Contract No: IIITG/ESTAB/58/2024/109 Date: 25th April 2024							
Name of the Bidder/ Bidding Firm / Company :							
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 #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1	Supply of Packaged Drinking Water	item1					
1.01	20 litre drinking water bottle Note: Please enter the rate of 20 litre drinking water bottle along with its service and delivery charges at IIIT Guwahati.	item2	1.000	Nos		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					