

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/29.01/2025/253
Date: 24th January 2025

**Notice Inviting e-Tender for Providing Annual
Maintenance Contract of Heavy Duty VRF AC,
Split AC Units and Water Coolers 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 *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers* at Indian Institute of Information Technology Guwahati as per following schedule:

Tender No	IIITG/WORKS/29.01/2025/253 dated 24.01.2025
Tender Name	e-Tender for Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers at Indian Institute of Information Technology Guwahati.
Tender Publishing Date	31 st January 2025
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	No pre bid meeting for this tender.
Bid Submission Start date	1 st February 2025, 09:00 AM.
Bid Submission End date	12 th February 2025, 03:00 PM
Date of Opening of Technical Bids	13 th February 2025, 03:30 PM
Date of Opening of Financial Bid	To be intimated later
Tender Fee (non-refundable)	₹ 1,000/- through SBI i-Collect
EMD	₹ 28,300/- through SBI i-Collect MSE'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. www.iiitg.ac.in/tender.php
- 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 electrical/WTP/STP installations themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved including the Standard Operating procedures for each of the systems.**



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-L) 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](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 ₹ 1,000/- (non-refundable) and Bid Security (EMD) of ₹28,300.00 (Rupees Eighty 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-G**. The bank details of IIIT Guwahati are as follows:

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

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

6.6. Language of Bid

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

6.7. Pre-Bid Meeting

No pre bid meeting 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. 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. The duly filled BoQ in xls i.e excel format (copy of the BoQ is shown at Annexure-L 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. 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-L.
- 6.8.2.3. 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 Government levy/duties/taxes/ wage 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 in the Government levy/taxes/duty/wage, if any.
- 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 **13th February 2025 03:00PM** 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 IIT 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. The bids submitted by the bidders will be evaluated as per below:
 - 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 a valid license for supply of manpower to the organisations/institutions under Contract Labour (Regulation & Abolition) Act – 1970. The license must be valid as on the last date of submission of bid. (Enclose self-attested copy of the document).
 - 1.3. The bidder must have at least **2 years' experience** in *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units*.
 - 1.4. At least 1 ongoing contract or contract completed successfully in the last 5 years for *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units*.
 - 1.5. In case of the similar work done under private sector, the completion certificate shall be supported with the copies of TDS certificate along with Form – 26AS.
 - 1.6. The bidder must have authorized service provider certification from Mitsubishi heavy Industries India Ltd.
 - 1.7. The bidder must have authorization for AC service delivery from Lloyd/IFB and other major AC manufacturers.
 - 1.8. The bidder must have experience of servicing purifiers/water coolers.
 - 1.9. Must be registered with Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.]
2. Must have an average Annual Turnover of **₹15 Lakhs** or above of the preceding three



(03) financial years (2021-22 ,2022-23 and 2023-24), in the books of account, from the work of similar nature (i.e. *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units*).

3. The Bidders should have undertaken/completed the following work: *for Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units* within the last 5 years:

One work order/contract of value not less than 15.00 Lakhs per annum.

OR

Two work orders/contracts of each of value not less than 11.00 Lakhs per annum.

OR

Three work orders/contracts of each of value not less than 9.00 Lakhs per annum.

- 3.1. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
 - 3.2. The certificate of experience should be exclusively for *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units* etc.
 - 3.3. Certificates not indicating the contract value clearly for the work of *Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units* completed during the period of contract, WILL NOT BE ACCEPTED.
 - 3.4. 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
4. An affidavit, in original: Duly certified by a Notary that:
 - 4.1. 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.
 - 4.2. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has not been punished by any Court in the last five years.



- 4.3. That there are no dues towards income tax as on the date of the affidavit.
5. 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.
 6. The bidder/Company/Firm/Agency will have to provide details of Income Tax and GST return of their firm for last three financial years (2021-22, 2022-23, and 2023-24).
 7. The bidder /Company / Firm / Agency should have valid PAN and GST Number.
 8. The bidder /Company / Firm / Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.
 9. 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.

SECTION-V

Requirement of Services

IIIT Guwahati is an autonomous academic institute under Ministry of Education, Govt. of India and is desirous of engaging the service provider for providing “*Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers at Indian Institute of Information Technology Guwahati*”. The details of Services requirement are as follows:

1. Service Requirement:

- 1.1. Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers at Indian Institute of Information Technology Guwahati. Details on “*Scope of Services*” is mentioned in Section-VI of this document.

2. Installation and Equipment Details:

2.1. HVAC VRF Units:

Sl. No	Model	Description	Capacity	Quantity
1	FDC680KXE6F	VRF SYSTEM	24 HP	17 NOS
2	FDC560KXZE1	VRF SYSTEM	20 HP	12 NOS
3	FDC500KXZE1	VRF SYSTEM	18 HP	9 NOS
4	FDC450KXZE1	VRF SYSTEM	16 HP	01 NO
5	FDC400KXZE1	VRF SYSTEM	14 HP	02 NOS
6	FDC335KXZE1	VRF SYSTEM	12 HP	01 NO
7	FDC280KXZPE1	VRF SYSTEM	10 HP	01 NO
8	FDC155KXES6	VRF SYSTEM	6 HP	02 NOS

2.2. HVAC VRF Indoor and Outdoor Units in Admin Building:

Sl No.	Floor	Quantity
1	Ground Floor Cassette Unit	7 Nos
2	Ground Floor Ducted Unit	12 Nos
3	1 st Floor Cassette Unit	8 Nos
4	1 st Floor Ducted Unit	11 Nos
5	2 nd Floor Cassette Unit	11 Nos
6	2 nd Floor Ducted Unit	9 Nos
7	3 rd Floor Cassette Unit	5 Nos
8	3 rd Floor Ducted Unit	12 Nos
9	4 th Floor Cassette Unit	22 Nos

10	4 th Floor Ducted Unit	10 Nos
11	5 th Floor Cassette Unit	19 Nos
12	5 th Floor Ducted Unit	10 Nos
13	Total Outdoor Unit	37 Nos

2.3. HVAC VRF Indoor and Outdoor Units in Academic Building:

Sl No.	Floor	Quantity
1	Ground Floor Cassette Unit	8 Nos
2	Ground Floor Ducted Unit	11 Nos
3	1 st Floor Cassette Unit	9 Nos
4	1 st Floor Ducted Unit	6 Nos
5	Total Outdoor Unit	8 Nos

2.4. SPLIT AC Units:

Sl. No.	Model	Description	Capacity	Quantity
1	2024	Make: Lloyd	2 Ton 5 Star Inverter AC	20 Nos
2		Make: IFB	1.5 Ton	3 Nos

2.5. Water Purifiers/Coolers:

Sl. No.	Model	Description	Capacity	Quantity
1	Model: SS 60 120	Water Chiller cum Dispenser Make: USHA		2 Nos
2	Model:- SWCNST 80/120 UVE	Water Cooler with in built UV Purifier Make:- Blue Star		2 Nos
3	Model:- SS 150/150 LITERS	Water Cooler 150 Liters/hour L Make:-SUNRISE AQUA COOLER		1 No

2.6. All existing installations will be covered under the annual maintenance contract with the successful bidder. If any equipment details are inadvertently omitted from the above lists due to typographical errors or other reasons, they will still be included in the annual maintenance contract by default.

2.7. New installation of any AC/Water Coolers may be done as per the requirement of the Institute during the contract period. These installations will subsequently be included in the maintenance responsibilities of the awarded contractor. Any additional service charges for new installations will be subject to prior approval from the competent authority.



- 2.8. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by it/them, fulfil the obligations undertaken by the Service Provider under the agreement, to be signed with the successful bidder. The Service Provider should ensure to maintain the required number of manpower to meet the contractual obligation.
- 2.9. It will be the responsibility of the Service Provider to arrange a suitable substitute of manpower in time. The Service Provider shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full functional system at all time.

3. Consumables and Spare Requirement:

- 3.1. List of Consumable and spare with their price list to be submitted by the bidder. (the price of consumable & spare so submitted are to be fixed for the 1st year and for the next year this is to be submitted for approval at the beginning of the Financial year).
- 3.2. Cost of consumables will be borne by the Institute. The contractor shall supply the necessary consumables as and when required after taking the due approval from the Institute. The payment of the same shall be made along with the monthly AMC bill, if available.



SECTION-VI

SCOPE OF WORK

Indian Institute of Information Technology Guwahati, an Institute of National Importance under the Ministry of Education, Government of India requires the services of a reputed, well established and financially sound Company/Firm/Agency for Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers at Indian Institute of Information Technology Assam.

The detailed scope of work is as follows:

1. Maintenance of Heavy Duty VRF AC, Split AC Units and Water Coolers Installations:

- 1.1. All equipment under contact will be serviced three times during the contract period as per standard checklists.
- 1.2. Daily routine checks of all the installations/equipment's as mentioned in the (Section V, requirement of services) to be done as per the standard norms.
- 1.3. Credentials (Technical/Experience) of persons to be deployed needs to be submitted to the Institute & got approved before deployment.
- 1.4. The contractor's deployed staff at the site should report any malfunction/poor performance of any of the mentioned systems immediately to the Institute and to the contractor for their immediate action to resolve the issue(s) reported.
- 1.5. All minor breakdown of any of the mentioned systems should be attended and resolved immediately.
- 1.6. All spare parts must be from the OEM and the price list submitted with the tender only will prevail.
- 1.7. Escalation matrix of the company to be submitted.
- 1.8. All major breakdown of any of the mentioned systems should be attended immediately and the same should be resolved within the Institute's stipulated time.
- 1.9. For any damaged part(s) of any of the mentioned systems, the contractor shall provide a concrete resolution with time to replace the same.
- 1.10. Prior intimation of the estimated rate(s) of the damaged/spare parts should be given to the Institute and the approval thereof shall be taken from the Institute before replacing any damaged part(s).
- 1.11. Record keeping the maintenance & repair and replacement for the entire installation/equipment.
- 1.12. The contractor shall maintain a complaint Register (digital/manual). As & when a complaint arises in respect of any problem, the contractor's supervisor(s) shall enter the complaint in register & ensure remedial action proactively & instantly. The same shall be



verified by the Officials/authorities of IIITG. No Laxity in attending of the complaints shall be tolerated. Appropriate financial penalty will be imposed if any inordinate delay is observed.

- 1.13. Maintenance of Safety controls such as pressure cut outs will be tested for proper functioning and in case of any mal-functioning, they will be either repaired or replaced accordingly by the contractor.
- 1.14. Any damage, repair or loss due to failure to carry out prescheduled maintenance work shall be to the risk and cost of the contractor. The contractor on expiry of contract shall handover the system and other items made available by IIITG in same operational condition after the contractual period.
- 1.15. Consumables: Consumables will be provided as per details mentioned in Section: V, Point no: 3 of this document.

3.2. Repairs:

- 3.2.1. All spare parts must be from the OEM and the price list submitted with the tender only will prevail.
- 3.2.2. For any spares/materials replaced, actual charges will be paid as per the bills from the authorized/dealers after ascertaining the rates on submission of original bills (except damage caused to any machinery/plant due to negligence of contractor), and such materials to be checked-in through Security Department as evidence being materials brought in. Work without proper tools and tackles will not be permitted.
- 3.2.3. The firm shall rectify any breakdown in a stipulated time failing which penalty for non performance @ ₹1,000 per day of delay subject to a maximum of 10% of the contract price will be imposed. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put etc.,
- 3.2.5. The Contractor should maintain logbook, of routine maintenance activities performed by him/her.

4. Additional Conditions:

- 4.1. In the event of contractor showing lack of attendance to the work, negligence or unfair performance in the opinion of IIITG, then the contract may be terminated at any stage without prejudice to the right by action under any other relevant clause of the contract.
- 4.6. The contractor shall follow all safety norms & security rules framed by Govt. norms & IIITG from time to time regarding removal of materials from site, issue of identity cards, control of entry of persons and other similar matters.
- 4.7. The contractors' personnel shall not disclose any information or drawings furnished to him by IIITG. Any drawings, records and other information prepared by the contractor or by IIITG or jointly by both for the execution of the work shall not be disclosed without the prior approval of the IIITG.
- 4.9. IIITG will have the right to withdraw the work permit for any of the workmen for reasons of misconduct, incompetence in work, violation of safety and fire rules,



negligence on duty etc.

- 4.10. Cost of damages caused due to bad workmanship shall be recovered from the contractor.
- 4.11. Any other work covered under respective terms and conditions, if required or insisted by any regulatory body including tests and calibrations, etc., shall be undertaken by the agency.
- 4.14 The contractor shall note that they shall have to carry out their work in close & smooth co-ordination with other contractors/agencies working in the same premises.
- 4.16 The tenderer shall maintain all statutory registers under the applicable Law. The tenderer shall also produce the same, on demand, to the concerned authority of IITG or any other authority under Law.
- 4.17 In case, the tenderer fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IITG is put to any loss / obligation, monetary or otherwise, IITG shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 4.18 **The tenderers are required to visit the IITG Premise to see the actual installations themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved for each of the system.**
- 4.19 The Institute through its authorized representative(s), reserves the right of altering the specifications of works by adding or omitting any item of work or of having portions of the same carried out by others in the Institute and such alterations and variations shall not violate the contract signed with the successful bidder.

5. SUPERVISION OF WORK:

- 5.1. Services will be provided by presentable, neatly attired and well-mannered trained workers as per their functional designation.
- 5.2. **Verification of character and antecedents:** The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider from the concerned police authority.
- 5.3. The Service Provider or his representative should remain in touch with the Establishment Section/ concerned officer-in-charge, if he needs any instruction(s).



SECTION-VII

General Terms and Conditions

1. Mandatory Compliance:

1.1. General requirements and documentation:

- 1.1.1. Organizational structure and line of authority.
- 1.1.2. Maintaining records on complaints, if any.
- 1.1.3. Duty Roster / Deployment Sheet of Staff
- 1.1.4. Inventory of Consumables
- 1.1.5. Service Logs and checklists

1.2. The Supervisor(s) deputed by the contractor should report to the institute office on a daily basis with feedback on daily operations. The Supervisor(s) will act as an authorized representative of the contractor at the institute and shall be responsible for day to day operations, he will receive the instructions from the institute officials from time to time, all such instructions received by the Supervisor on behalf of contractor shall be deemed to have been received by the contractor within the scope of the contract. The Supervisor deputed by the contractor must take prior written/email approval from the institute before leaving the station and after handing over the charge to a reliever of the same cadre.

1.3. Any personnel employed by the contractor shall be adults with good health and sound mind.

1.4. 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.

1.5. 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. Statutory Compliance:



- 2.1. **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.
- 2.2. Compliance of policy regulation viz. Payment of minimum wages act, the workmen compensation act, industrial dispute act, Employee State Insurance act, Provident Fund act, Employment of Child Act, or legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the workers engaged by him/her for performance of this contract.
- 2.3. **Leave:** Workers Leave and other benefits will be strictly as per contract labour laws/act and the agency shall be solely responsible for the same.
- 2.4. 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.
- 2.5. No child labour should be engaged and human rights as per law shall be protected and adhered to.

3. Terms of Payment:

- 3.1. **Submission of Bills:** 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**. Afterwards, the agency shall submit its bill along with proof of payment, deposit challan of EPF, ESI and Wage/ Payment Sheet, attendance sheet of the previous month duly signed by him/them etc. to the institute for verification every month. IIIT Guwahati will release the payment by 15 working days after submission of bills, if complete documentary evidence in respect of the above are submitted.
- 3.2. The contractor will be paid as per approved bid (award of contract/ work order) on monthly basis for the services provided on receipt of bill/invoice and after verification/certification that the satisfactory services have been rendered during the month.
- 3.3. The contractor should submit its monthly bill within the first week of every month.



Monthly payment will be made within 15 working days from submission of bills, in favour of the contractor (in the name of the firm/agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, GST, surcharge, losses, penalties, other deductions etc.) through NEFT/RTGS. However, any increase/ decrease in total payment will be given effect to if revision as notified by Govt. of Assam in respect of statutory dues such as rate of minimum wages, EPF, ESI etc.

- 3.4. The ESI and EPF in respect of the personnel deployed should be submitted to ESIC and EPFO by 10th of every month.
- 3.5. The contractor needs to provide details of his Bank Account number, name and address of the Bank, Branch, Branch Code and IFSC code, to facilitate payment through NEFT/ RTGS.
- 3.6. **Income Tax:** Income Tax at source as per Income Tax Act shall be deducted from the contractor's bill at the prevailing rates of such sum as income.
- 3.7. **GST:** IIIT Guwahati will pay GST and deduct TDS on GST as per GST Rule or any amendment thereof from the contractor's bill at the prevailing rates.

4. Penalty:

Deduction on account of unsatisfactory service will be made from the monthly bill. The recovery will be decided by the designated officer. The methodology for deduction will be as under:

- 4.1. Not attending or discouraging any service related complaints would impose a fine of ₹1000 per incident.
- 4.2. Non-compliance of the general safety norms will invite a fine of ₹1000/- per offense.
- 4.3. In case of non-maintenance / lapse of services/carelessness, deduction shall be made @₹ 1000/- per event etc., from the bill of the contractor, taking into account the loss of goodwill and inconvenience caused to the institute.
- 4.4. In case of unforeseen or peculiar circumstances, the decision of the institute, so far as imposition of penalty is concerned, shall be final.
- 4.5. If the work is found unsatisfactory and below the expected standard in a particular



area institute will have the right to get the same done by another contractor. The charges on account of this shall be deducted from the contractor's bill. Decision of the institute shall be final in this regard.

- 4.6. In case of repetitive non-attendance of service complaints, a fine of ₹1000/- per incident/instance will be imposed and the contractor shall lead to appropriate action by the Competent Authority.
- 4.7. 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.
- 4.8. For any violation in the agreement a fine of ₹ 5,000/- will be imposed.
- 4.9. Repetitive complaints of offensive conduct by the contractor shall lead to appropriate penalization and action by the Competent Authority.
- 4.10. The contractor must endorse the penalty/ proposed deductions on account of non-compliance of the above on the same day of such happenings, deductions for the above will be made from the monthly bill of the contractor. 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.

5. Other Terms and Conditions:

- 5.1. **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.
- 5.2. **Alterations/ Modifications:** IIIT Guwahati reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also at the rate as agreed to in the Work Order/ Letter of Intent/ Agreement.
- 5.3. **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.



- 5.4. The personnel of the contractor shall be liable to security search by the Security Staff/ Agencies deployed by IIIT Guwahati.
- 5.5. 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 and submit a proof to this effect.
- 5.6. 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.
- 5.7. 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.
- 5.8. Any liability arising on the Institute shall be deducted from the bills of the contractor first and if the full amount is not recovered then the same will be recovered from the Security deposit of the contractor.
- 5.9. Expenses on external telephone used by the contractor and his employees shall be borne by the contractor.
- 5.10. If the scope of service increases, the same will be extended on mutual terms and conditions.
- 5.11. Institute shall have the right to inspect the books of accounts of the firm/ contractor as and when required.
- 5.12. 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.



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

6. Damages and Losses:

- 6.1. 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 IIT Guwahati, and the same shall be deducted from the monthly bill of the contractor.
- 6.2. All the equipment and the items at site stand at the risk and sole charge of the contractor who shall deliver in proper condition. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/ bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them.
- 6.3. The contractor shall be liable to pay compensation for any loss and damage caused to visitors' belongings by their workers deployed at site.
- 6.4. Breakage: All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/ replacement of the equipment will be borne by the contractor. Whether the damage/ breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of institute.
7. **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. IIT 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.
8. **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.



9. Exit Clause:

- 9.1. 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.
- 9.2. In case the contractor is required to (or decide otherwise) to discontinue the contract, he/she 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.
- 9.3. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving three month's notice.
- 9.4. 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.
- 9.5. 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.

10. 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.

11. 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-VIII

Bid Evaluation

Evaluation of Bids:

Tender Evaluation Criteria: The committee of IIT 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 or unjustified, the bid will not be considered.

A. Tie-Breaking Clause:

In case of a tie, the bidder with higher experience 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 at least 2 years' experience in Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units.		
7.	Must have an average Annual Turnover of ₹15 Lakhs or above of the preceding three (03) financial years (2021-22 ,2022-23 and 2023-24), in the books of account, from the work of similar nature (i.e. Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units).		
8.	Solvency certificate of ₹7.5 Lakh from any nationalized/ scheduled bank.		
9.	At least 1 ongoing contract or contract completed successfully in the last 5 years for Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units.		
10.	The bidder must have authorized service provider certification from Mitsubishi heavy Industries India Ltd.		
11.	The bidder must have authorization for AC service delivery from Lloyd/IFB and other major AC manufacturers.		
12.	List of Consumable and spare with their price list to be submitted by the bidder		
13.	Registered with the appropriate registration authorities such as: ESIC, EPF, Income Tax and GST, Registration certificate under contract labor (R&A) Act 1970; and any other registration/ license, which are mandatory for such agencies stipulated by concerned authorities from time to time.		
14.	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.		
15.	Proof for payment of Income Tax return for the three financial years 2020-21, 2021-22 and 2022-23		



16.	Experience		
17.	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
Bidder's Annual Turnover for last three financial years	Financial Year	Turnover (₹)	Profit & Loss (₹)	
	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 G

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-H

**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 ***Providing Manpower for Operation & Maintenance of Electrical & DG Set Substation, Internal & External Electrical Installations, Water Treatment Plant and Sewage Treatment Plant at Indian Institute of Information Technology 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-I

**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 personal 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-K

**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 Cleaning, Sanitation and Disposal of Waste 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. Afterwards the agency shall submit its bill along with proof of payment, deposit challan of EPF, ESI and Wage/ Payment Sheet, attendance sheet of the previous month duly signed by him/them etc. to the institute for verification every month. IIIT Guwahati will release the payment by 15 working days after submission of bills, if complete documentary evidence in respect of the above are submitted.
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 increase in rates/ service charge payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
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 one year 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-L

BOQ
(For viewing purposes only)

Validate	Print	Help	Item Rate BoQ			
Tender Inviting Authority: Indian Institute of Information Technology Guwahati						
Name of Work: Inviting e-Tender for Providing Annual Maintenance Contract of Heavy Duty VRF AC, Split AC Units and Water Coolers at Indian Institute of Information Technology Guwahati						
Contract No: IIITG/WORKS/29.01/2025/253 dated: 24/01/2025						
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 #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	Monthly service charges					
1.01	Monthly service charges including salary for any personnel to be deployed by the contractor for daily routines.	1.000	Nos		0.00	INR Zero Only
2	Consumables					
2.01	Rate of AC Gas	1.000	KG		0.00	INR Zero Only
3	Spare Parts: All spare parts must be from OEM, the list along with price details shall be submitted with the technical bid.					
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				