



HINDUSTAN PREFAB LIMITED

(A Govt. of India Enterprise)

Jangpura, New Delhi - 110014

Construction of Boundary Wall at IIT Guwahati permanent campus near Mirza, under Kamrup (R) District , Guwahati.

NOTICE INVITING TENDER

NIT NO: HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017

Last date for issue of Tender Form : 13.11.2017 upto 1500 Hrs.

Last date for submission of Tender : 13.11.2017 upto 1500 Hrs.

COST OF TENDER : Rs. 1500/-

EMD : Rs. 5.00 Lakhs.

ISSUED TO M/s:

Ph- (011) 43149800-899, Fax: (011) 26340365

E-mail:- hindprefab@gmail.com

Website: www.hindprefab.in, www.iiitg.ac.in



HINDUSTAN PREFAB LIMITED
(A Govt. of India Enterprise)
JANGPURA, NEW DELHI-110014

NOTICE INVITING TENDER

NIT NO: HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017

- 1.0 HPL has entered into an MoU with IIIT- Guwahati for “**Development of Phase-I Work of IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District**”. To execute the said work on behalf of Indian Institute of Information Technology, Assam in NER, HPL now invites **sealed item rate** tenders in **Two Bid System** from the reputed, experienced, technically and financially sound contractors as per the details in this NIT.
- 2.0 Brief details of the work:-

S. No	Name of Work	EMD (Rs. in Lacs)	Cost of tender documents (in Rs.)	Time of completion
1	Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District, Guwahati.	Rs. 5.00 Lakhs	Rs.1500 (non-refundable)	04 months

- 2.0 The tender documents can be purchased from the office of **DGM (TC.)**, Hindustan Prefab Limited, Jangpura, New Delhi - 110014 from **30.10.2017** on furnishing a Demand Draft drawn on a Nationalized Bank or ICICI, IDBI, HDFC /Scheduled Bank in favour of “Hindustan Prefab Limited” payable at New Delhi for **Rs. 1500/-** as tender cost (non refundable). Tender documents can also be downloaded from HPL’s website **www.hindprefab.in** and from **IIITG’s Website www.iiitg.ac.in** . However, cost of tender documents, as aforesaid, shall be payable in addition to EMD at the time of tender submission.
- 3.0 Earnest Money amounting to **Rs.5.00 lakhs** shall be furnished along with the tender in the form of Demand Draft in favour of “Hindustan Prefab Ltd.,” payable at New Delhi from any Nationalized Bank or ICICI, IDBI, HDFC / Scheduled Bank in India or in a prescribed manner defined in clause 3.0.1 below.
- 3.0.1 Earnest Money amount as mentioned above is required to be submitted along with the tender, shall be in the form of Demand Draft payable at the place as mentioned in this N.I.T.
- 4.0 The EMD shall be valid for a minimum period of 90 days from the last day of submission of tender. Any tender not accompanied with the aforesaid EMD shall be rejected and such tenderer will not be allowed to participate in the opening of the bids.

- 4.01 The EMD of unsuccessful tenderers shall be returned only after award of the work to successful bidder. EMD of the successful bidder in the form of Demand Draft shall be treated as part of Security Deposit. However, EMD of successful bidder may be returned after submission and acceptance of requisite Performance Bank Guarantee.
- 5.0 The tenders shall be submitted in the office of **IIIT Guwahati, Assam Textile Institute Complex, GNB Road, Ambari, Guwahati-781001** on or before 13.11.2017 upto 3.00 PM and opened on the same day at 3.30 PM.
- 6.0 Hindustan Prefab Limited (HPL) reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof. HPL may award the work amongst more than one bidder at L-1's accepted rates, terms and conditions, if required.

TENDER SUMMARY			
Tender Fee : Rs.1500 /-		Earnest Money Deposit (EMD) : Rs.5.00 Lakhs	
Date of commencement of sale of Tender Document : 30.10.2017			
Last date of sale of Tender Document : upto 1500 Hrs dt. 13.11.2017 at HPL, Jangpura, New Delhi – 110 014.			
Description	Date	Time	Venue for submission & opening of bids
Last date of submission of tenders	13.11.2017	upto 1500 hrs.	IIIT Guwahati, Assam Textile Institute Complex, GNB Road, Ambari, Guwahati-781001
Technical Bid (Part-I) Opening	13.11.2017	upto 1530 hrs.	
Financial Bid (Part-2) Opening	To be informed later		

DGM (TC)

INSTRUCTIONS TO TENDERERS (ITT)

1.0 Mode of Submission

The tender is to be submitted in three separate sealed covers as under:-

a) **Envelope – I (EMD, Cost of tender documents and Unconditional Acceptance Letter)**

This Envelope shall contain the following

- i) Requisite EMD as specified in the NIT.
- ii) Cost of Tender documents, (if downloaded from Website) as specified in the NIT. Copy of cash receipt to be enclosed (if purchased from HPL's office).
- iii) Letter of Unconditional Acceptance of tender conditions as per proforma Annexure-I.

This envelope shall be properly sealed and superscribed as "Envelope – I", indicating the NIT No., Due date, Name of work and Name of the tenderer/ Contractor.

b) **Envelope – II (Technical Bid)**

This envelope shall contain the following:-

- i) Application form for prequalification, initial criteria for eligibility for prequalification, evaluation criteria, letter of transmittal etc. as per proforma given in Technical Bid.
- ii) NIT, General Conditions of Contract, Special Conditions of Contract, Corrigendum/ Addendum, if any and Technical Specifications.
- iii) Copy of Power of Attorney / Partnership Deed duly attested by Notary Public authorizing the person to sign the tender.
- iv) Any other information required to be submitted along with the tender.

This envelope shall be properly sealed and superscribed as "Envelop-II (Technical Bid)" indicating NIT No., Due date, Name of Work, Name of tender/ Contractor.

c) **Envelope – III (Financial Bid)**

This envelope shall be properly sealed and superscribed as "Envelope – III Financial Bid", indicating the NIT No., Due date, Name of work, Name of tender/ Contractor. This Envelope shall contain the BOQ/ Schedule of Quantities (duly filled in).

All the three sealed envelopes shall be wrapped in an outer envelope which should also be properly sealed super-scribing the NIT No., Due date, Name of work, Name of tenderer/ contractor. **The tenders will be received in the office of IIIT Guwahati, Assam Textile Institute Complex, GNB Road, Ambari, Guwahati-781001 on or before 13.11.2017 upto 3.00 PM and Technical Bid of the same will be opened**

at 3.30 PM on same date in the presence of representatives of tenderers/ contractors who wish to be present there. In case, the date of opening of tenders, happens to be Holiday then the tenders would be received and opened on the next working day at the same place and time.

The tenders received after the due date & time of submission shall not be entertained, and shall be returned to the tenderer unopened. HPL or IIITG shall not be responsible for any postal delays. Tenderer shall take care to ensure the submission of tender at place of receipt of tender before due date and time.

- 2.0 (a) **First, Envelope – I** Containing the Requisite EMD, the cost of tender documents (if down loaded from Website) and Letter of Unconditional Acceptance of tender conditions shall be opened. Once the tenderer has given unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price if any) in/along with tender. Tenders not accompanied with prescribed EMD and letter of unconditional acceptance of tender shall be summarily rejected and such Tenderers shall not be allowed to attend the Opening of Technical & Financial Bids.
- b) **Envelope – II** Containing Technical Bids shall be opened of only those tenderers who have complied with the requirement of Envelope – I.
- c) **Envelope – III** Containing the Financial Bid of those tenderers shall be opened who are technically qualified. Date of opening of Financial Bids shall be intimated to the tenderers, who are found to be technically qualified after evaluation in accordance with the prescribed criteria given in this NIT.
- 3.0 In case the condition(s) mentioned above is/are found violated at any time before opening of tender, the tender shall be summarily rejected and HPL shall without prejudice to any other right or remedy, be at liberty to forfeit the full earnest money absolutely.
- 4.0 If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering / taking up of work in HPL. HPL reserves the right to verify the particulars furnished by the tenderer independently.
- 5.0. It will be obligatory on the part of tenderer to sign (along with seal of the Firm/Company) each page of tender documents, consisting of Technical Bid, Financial Bid, General Conditions of Contract, Special Conditions of contract etc. cutting or over-writing, if any, shall be signed and stamped by the person signing the tender. It should be noted that **NO WHITNER/FLUID will be accepted** as corrections, even if same is backed by Signature/initials.
- 6.0. The sites for the work are available/shall be made available in parts.
- 7.0 The time allowed for carrying out the work will be **4 (FOUR) months** commencing from the **10th day** after the date of issue of letter of acceptance of tender (Letter of Intent) or from the first date of handing over of the site or issue of construction drawings, whichever is later, in accordance with the phasing, if any, indicated with the tender documents.

- 8.0 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders.

The tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by HPL and local conditions and other factors having a bearing on the execution of the work.

- 9.0 HPL does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received and or sub-divide the tender without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 10.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the tenderer/ contractors who resort to canvassing will be liable to rejection.
- 11.0 The tenderer shall not be permitted to tender for works if his near relative is posted as an Accountant or Project Engineer or any higher rank officer in any capacity in HPL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Accountant or Project Engineer or any higher rank Officer of HPL. Any breach of this condition by the contractor would render him liable to be made ineligible for tendering in HPL.

13.0 **TAXES AND DUTIES**

- 13.01 **The bidder should quote the rates inclusive of all taxes as applicable in the State** at time of submission of the tender (statutory taxes and royalties like Forest Royalty, Labour cess, applicable GST etc.). In the event of non payment / default in payment of any royalty, cess, any applicable tax or any labour dues and E.P.F. etc, by contractor, the HPL reserves the right to withhold the dues / payments of contractor and make payment to local / state / Central Government authorities or to labours as may be applicable.

- 13.02 **Any fresh imposition of taxes/increase in taxes/decrease in taxes after the date of submission of tender will be reimbursed/recovered as the case may be.**

14.0 VALIDITY

The tender for the works shall remain open for acceptance for a period of 180 (One Eighty) days from the date of opening of Tenders. If any tenderer withdraws his tender during the validity period or makes any modifications with terms and conditions of the tender and/ or in the letter of unconditional acceptance of tender, then HPL shall without prejudice to any other right or remedy, be at liberty to forfeit entire amount of the earnest money as aforesaid. Further, the tenderer shall not be allowed to

participate in the re-tendering process of the work. The validity period may be extended on mutual consent.

- 15.0 This Notice Inviting Tender and Instructions to the tenderers shall form a part of the contract documents. The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract agreement in prescribed form on Non-judicial Stamp Paper of Rs.100/-. The following documents shall form part of the Contract Agreement:-
- a) Notice inviting tender, Instructions to Tenderers, General Conditions of Contract, Special conditions of Contract, Technical specifications and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard form of agreement.
 - c) Bill of Quantities (BOQ). /Schedule of Quantities.
- 16.0. The drawings attached with the tender documents are Tender Drawings and are indicative only.
- 17.0. The Witness to the Tender / Contract Agreement who shall be other than the tenderer / tenderers competing for this work must indicate full name, address, Status/occupation with dated signatures.
- 18.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.
- 19.0 Before commencement of work, the Contractor shall submit the following documents:-
- i) Performance Bank Guarantee.
 - ii) Copy of Valid Labour Licence.
 - iii) Copy of Labour Cess Registration under Building and Other Construction Workers Welfare Cess Act, 1996.
 - iv) Copy of GST Registration No.
 - v) Copy of E P F Code No.
 - vi) Contractor's All Risk Policy / Erection All Risk Policy.
 - vii) Insurance under Workmen Compensation Act
 - viii) Copy of ESIC registration as applicable.

The release of first payment (Running bill or any advance except Mobilization Advance) shall be subject to the submission of above mentioned documents.

- 20.0 Joint ventures are not accepted.

**ACCEPTANCE LETTER
TO BE ENCLOSED ALONG WITH EMD IN ENVELOPE – I**

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

Name of Work: - Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District, Guwahati.

NIT NO: HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in "Memorandum to Form of Tender" have been sold to me/us by Hindustan Prefab Limited and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of clause 2.0(a) and 3 of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-1" and the same has been followed in present case.

In case this provision of the tender is found violated at any time after opening "Envelope-I" , I/ We agree that the tender shall be summarily rejected and HPL shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

3. The required earnest money for this work is enclosed herewith.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

FORM OF TENDER

Hindustan Prefab Limited

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

Name of Work: - Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District, Guwahati.

1. "Memorandum to Form of Tender" as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/ us for the whole I/We hereby tender for execution of (Name of work as mentioned above & in work in accordance with the Notice inviting Tenders, Conditions of Contract, Specifications of materials and workmanship, bill of Quantities, Drawings, time schedule of completion of jobs, and other documents and papers, all as detailed in tender documents.
2. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for completion of jobs" and signed and accepted by me/ us is the essence of the contract. I/ We agree that in case of failure on my/ our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule set out in the said "Time Schedule for completion of jobs" and stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by the HPL at its entire discretion for some items, and I/ We agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time schedule of completion of jobs."
3. I/We agree to pay the Earnest Money, Performance Guarantee, and Security Deposit and accept the terms & conditions as laid down in the memorandum below in this respect.

MEMORANDUM TO FORM OF TENDER

Sl. No	Description	Clause No.	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District , Guwahati.
	NIT No:		HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017
ii)	Client/ Owner		IIIT Guwahati
iii)	Type of Tender		Sealed Item Rate
iv)	Earnest Money	NIT	As specified in NIT
v)	Time for completion of work	NIT	04 Months
vi)	Schedule of rates Applicable		DSR 2016 for Civil & Electrical items.
ix)	Validity of tender		180 (Eighty) days from the date of opening of price bid
x)	Performance Guarantee	1.0 (i)	5.00 % (Five percent) only of contract value at the time of signing of agreement from any Nationalized Bank or ICICI, IDBI, HDFC & Axis Bank in India
xi)	Security Deposit/ Retention Money		5.00 % (five percent) only of the contract amount, which shall be deducted in the manner set out in this contract.
xii)	Time allowed for starting the work		The date of start of contract shall be reckoned from 10th day After the date of issue of telegram/Letter/Telex/Fax of intent of Acceptance of tender or from the 1 st day of handing over of the site, whichever is later.
xiii)	Defect liability period		12 (Twelve) months from the date of handing over of the work to the client.
xiv)	Escalation /Price variation	10 CC	Escalation /Price variation is not applicable/ payable in this contract. Rates are firm & fixed for the entire contract period including extended period, if any.
xv)	Specifications to be followed for execution of work(all works)		The work shall be carried out as per latest CPWD specifications with upto date correction slips, in general as per direction of Engineer-in-charge in addition to the additional technical specifications given in the tender document.

4. Should this tender be accepted, I/ We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay HPL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
5. I/ We hereby pay the earnest money of amount as mentioned in the "Memorandum to this Form of Tender" in favour of HPL payable at place as mentioned in the "NIT/ITT".
6. If I/ We fail to commence the work within 10 days of the date of issue of Letter of Intent or from the 1st day of handing over of site or and/ or/ I/ We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/ or I/ We fail to submit performance guarantee as per Clause 09 of General conditions of contract, I/ We agree that HPL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.
7. I/ We are also enclosing herewith the Acceptance letter on the prescribed proforma as referred to in condition of NIT.

Dated the _____ day of _____

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS): _____

ADDRESS: _____

SEAL OF TENDERER

SIGNATURE OF WITNESS _____

NAME (CAPITAL LETTERS) _____

OCCUPATION _____

ADDRESS _____

INTEGRITY PACT

To,

Dy. General Manager (C)-TC
Hindustan Prefab Limited,
Jangpura, New Delhi: 110 0 14

Name of Work: Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District, Guwahati.

NIT NO : HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017

Dear Sir,

I/We acknowledge that HPL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HPL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HPL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of HPL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of2016.

BETWEEN

President of India represented through Dy. General Manager (C)-TC, Hindustan Prefab Limited, Jangpura, New Delhi-110014, on behalf of ----- (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the
Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized
signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ...
.....)
.....) (hereinafter referred to as "**Tender/Bid**") and intends to award,
under laid down organizational procedure, contract for : **Construction of Boundary
Wall at IIT Guwahati permanent campus near Mirza, under Kamrup (R) District ,
Guwahati.**

NIT NO: HPL/DGM/TC/IITG/2017-18/73 Dated: 27.10.2017 hereinafter referred to as the
"Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) 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 person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall

have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, HPL on behalf of **Indian Institute of Information Technology Guwahati (IIITG)**.

Article 7- Other provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place

Dated

CORRIGNEDUM TO GENERAL CONDITIONS OF CONTRACT (CPWD FORM 7/8)

Sl. No.	For	Read As
1	DG works	CMD, HPL for & on behalf of Indian Institute of Information Technology Guwahati (IIITG)
2	Chief Engineer(Zone)/Chief Engineer	Director (Technical)/GM
3	Superintending Engineer	DGM (C)
4	Engineer –in –charge	Project Manager (Civil) or Equivalent
5	Department	Hindustan Prefab Limited
6	Administrative Head	C.M.D., HPL
7.	Owner	IIIT-Guwahati
8.	C.P.W.D.	H.P.L.

SCHEDULE 'B' TO 'F'

SCHEDULE – B :

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
NOT APPLICABLE				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charged per day	Place of Issue
1	2	3	4
NOT APPLICABLE			

SCHEDULE 'D'

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

Not applicable.

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work: Construction of Boundary Wall at IIIT Guwahati permanent campus near Mirza, under Kamrup (R) District, Guwahati.

S.H.: As per NIT.

NIT NO: HPL/DGM/TC/IIITG/2017-18/73 Dated: 27.10.2017

i) Earnest money :	Rs.5.00 Lacs
ii) Performance Guarantee :	5% of tendered value.
iii) Security Deposit :	5% of tendered/Executed value.

SCHEDULE 'F'

GENERAL RULES: Officer inviting tender : DGM (C)/TC, HPL & DIRECTION

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Special Condition of Clauses 10 & 11.

Definitions:

2(v) Engineer-in-Charge	Project Manager (Civil) or Equivalent
2(viii) Accepting Authority	CMD HPL with approval of OWENER/IIIT Guwahati
2(x) Percentage on cost of material and labour to cover all over needs and profits	15%
2(xi) Standard Schedule of Rates	DSR 2016
2(xii) Department	Hindustan Prefab Limited
9(ii) Standard CPWD contract Form	General Conditions of Contract with update correction & amendments and CVC guidelines
11. Specification to be followed	Latest updated CPWD Specification (All Volumes)

Clause 1	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days
ii) Maximum allowable extension beyond period provided in i) above in days	07 days
Clause 2 : Authority for fixing compensation Under clause 2.	C.M.D, HPL With approval of Client
Clause 2A Whether Clause 2A shall be applicable	N.A.
Clause 5 : Number of days from the date of issue of letter of acceptance or from the first date of handing over of site (whichever is later) or date of issue of working drawings for reckoning date of start	10 days
Clause 6,6A : Clause applicable – (6 or 6A)	6 A

Mile Stone(s) as per table given below:

Sl. No	Financial Progress	Time Allowed (from date of start)	Amount to be with- held in case of non- achievement of milestone
1	1/8 th (of whole work)	1/4 th (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8 th (of whole work)	1/2 (of whole work)	
3	3/4 th (of whole work)	3/4 th (of whole work)	
4	Full	Full	

Time allowed for execution of work	04 Months
Authority to give fair and reasonable Extension of time for completion of work	C.M.D., H.P.L. (with approval of Client)

<p>Clause 10A</p> <p>List of equipment to be provided by the contractor:</p> <p>(Following are to be invariably provided but not limited to overall site requirements)</p> <ol style="list-style-type: none"> 1. Theodolite/Total station, Dumpy level, Steel level. 2. Plumb bobs, Sprit level, Hammers. 3. Weighing machine (Electronic) 4. Thermometers, stoves. 5. Hydraulic test machine. 6. Concrete Mixer Machine 7. Water pump (dewatering purpose) 8. Concrete vibrator 	
Clause 10B (i), (ii) & (iii) shall be applicable	Only GCC clause No.35 and GCC clause No.8 and sub clauses therein of this tender are applicable.
Clause : 10 CA & 10CC	Not applicable
Specifications to be followed for execution of work(all works)	CPWD specifications and CVC circular & guideline with all latest amendments and corrections up to date
<p>Clause 12</p> <p>Deviation Limit beyond Schedule Quantity</p>	30% as per clause 10 & 11 of S.C.C. of this NIT
<p>12.5 Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work</p>	100% as per clause 10 & 11 of S.C.C. of this NIT
<p>Clause 16</p> <p>Competent Authority for Deciding reduced rates.</p>	C.M.D., HPL (with approval of client)
<p>Clause 18</p> <p>List of mandatory machinery, tools & plants as schedule F</p>	Be furnished by the contractor

Clause 36 (i) Requirement of Technical Representative (s) and recovery rate.

Sl. No.	Minimum qualification of technical Representative	Discipline	Designation (principal Technical/technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Technical Representative	5 year	01	25,000/- Per month	Twenty Five thousands Per month For each.
2.	Graduate Engineer Or Diploma Engineer (Electrical)	Civil	Technical Representative -Do-	2 05 year	01 01	20,000/- Per month For each -Do-	Twenty thousands Per month For each -Do-
Assistant Engineer's retired from Government service that are holding Diploma will be treated at per with Graduate Engineers.							

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	Nil	Rs. 600 per bag of 50 kg