

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

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



**(e-Tender Notice)**  
Notice Inviting e-Tender (NIT)  
for **Construction of a Student's Activity Centre** at IIIT Guwahati  
permanent campus Bongora, under Kamrup(R) District, Guwahati.

## **Notice Inviting e-Tender (NIT) for Construction of a Student's Activity Centre**

1.0 Indian Institute of Information Technology Guwahati (IIITG) invites online item rate basis “e-tenders” in two bid system for Construction of a **Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.**, from the reputed, experienced, technically and financially sound contractors / agencies as per the following details below:

|    |   |  |
|----|---|--|
| 1  | Tender No:  | <b>NIT No: IIITG/Works/33.1/2022_23/02 Date:17.08.2022</b>   |
| 2  | Name of the Work  | Construction of a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.  |
| 3  | Estimated Cost  | ₹455 Lacs  |
| 4  | Period of Completion  | 09 Months  |
| 5  | Site visit if required  | During Office hours (1100 Hrs to 1600 Hrs) up to 31.08.2022 on working days.   |
| 6  | Tender Document   | The bid form can be freely downloaded from IIITG Website: <a href="http://www.iiitg.ac.in">http://www.iiitg.ac.in</a> as well as <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> from 17.08.2022 onwards.  |
| 7  | Tender Fee/Cost of Tender   | <b>₹10000.00 (Rupees Ten Thousand Only)</b> only shall be submitted through E-Payment mode in E-procurement Portal. Bidder has to select the payment option as “E-Payment” to pay the Tender Fee/Cost of Tender. <b>The bidder registered under MSME are exempted.</b> However, registration fee of e-procurement portal has to be paid to the e-procurement portal i.e. <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> |
| 8  | Earnest Money Deposit (EMD)   | Waived off vide OM No. F.9/4/2020-PPD dated 12th Nov 2020 of Ministry of Finance, GOI. However, applicant must submit the bid declaration towards EMD (As per annexure-A) The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized.  |
| 9  | Pre Bid Meeting   | 23.08.2022 (Tuesday) at 1130 Hours, to be conducted offline and simultaneously in online mode via Google Meet platform. The meeting is <a href="https://meet.google.com/zhw-itfz-ssa">https://meet.google.com/zhw-itfz-ssa</a>   |
| 10 | Modifications to tender post pre-bid meeting  | If required, post the pre bid meeting. Final tender may be submitted post this date so that changes, if any, are incorporated.   |
| 11 | Due date and time for submission of Tender  | 01.09.2022 up to 1500 Hours  |
| 12 | Date of Opening of Technical Bid  | 01.09.2022 up to 1530 Hours (To be opened electronically in the online e-procurement portal)   |
| 13 | Validity of offer   | 90 days from the date of opening of price bid.   |
| 14 | Opening of Price Bid  | Date and time will be communicated vide corrigendum notice in due course of time in the e-procurement portal as well in the Institute's website <a href="http://www.iiitg.ac.in">http://www.iiitg.ac.in</a>  |
| 15 | Mode of Submission of Tender  | The bidder has to submit online bids i.e. Technical Bid and Commercial Bid through e-procurement portal <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> . No manual bid will be accepted. Bidders can witness electronic opening of bid.   |
| 16 | Period during which hard copy in Original of Bid declaration form, letter of Acceptance and other requisite documents as per this NIT | Before and up to 1500 Hrs on 02.09.2022 in the office of IIIT Guwahati, Bongora, Guwahati-781015, Assam.   |
| 17 | Contact person  | Associate Dean (Admin)<br>Indian Institute of Information Technology Guwahati<br>Bongora, Guwahati-7810153, e-mail: <a href="mailto:adadmin@iiitg.ac.in">adadmin@iiitg.ac.in</a>   |

The tender document can be downloaded from website <https://mhrd.euniwizarde.com>, which can be also accessed from <http://iiitg.ac.in>. Any Corrigendum/addendum, if any, would appear only on the IIIT Guwahati official website & <https://mhrd.euniwizarde.com> and not to be published in any News Paper.

- 1.2 The intending tenderer must read the terms and conditions of NIT carefully. He/She should only submit his/her tender if he considers himself eligible as per eligibility criteria and he/she is in possession of all the documents required.
- 1.3 Those intending tenderers/contractors not registered on the website i.e. <https://mhrd.euniwizarde.com> mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. <https://mhrd.euniwizarde.com>
- 1.4 The intending tenderer must have appropriate digital signature to submit the tender.
- 1.5 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can be submitted only after uploading the mandatory scanned documents such as (a) Proof of payment/on-line receipt towards the cost of tender document & (b) all other documents as per Notice Inviting e-tender.

#### **1.6 Set of Contract / Tender Documents:**

The following documents will constitute set of tender documents:

- a) Detailed Notice Inviting e-Tender and containing Eligibility Criteria, Instructions to Tenderer
  - b) Special Conditions of contract (SCC) and Schedule 'B' to 'F'
  - c) Approved Materials & Makes
  - d) General Condition of Contract-CPWD (deemed to be included)
  - e) Bill of Quantities
  - f) Acceptance of Tender Conditions
  - g) Integrity Pact as per CPWD format (deemed to be included)
  - h) Corrigendum, if any
- 1.7 Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The email & contact number for the helpdesk is given below:
- Email: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com),  
Contact Person: Mr Abhishek Singh Ph: +91 7903269552
- 1.8 IIIT Guwahati (IIITG) will not be responsible for any type of failure of network at contractor's end. So **tenderers are advised to fill tender with sufficient time in hand to avoid last moment rush.**
- 1.9 Tenderers are advised to **keep watching IIIT Guwahati's official website until the specified submission date** for any kind of corrigendum/ further Notice on the subject tender.
- 1.10 Joint ventures are not accepted.
- 1.11 IIITG reserves the right to accept/reject any or all the tenders and split up the work among more than one parties without assigning any reasons thereof. IIITG reserve the right to terminate the work in between by giving one month's notice without any financial liability.

- 1.12 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.
- 1.13 The tenderer can re-submit or revised his/her tender any number of times before the specified time and date of submission of tender as notified.
- 1.14 On opening date, the tenderers can login and see the tender opening outcomes.
- 1.15 Contractor can upload all documents in PDF format, except the Price bid for which separate instructions for filling will be there (ref. Sl. No.1.19 and 1.20).
- 1.16 Contractor to upload scanned copies of all the requisite documents as per this NIT including valid EPF registration, ESI registration, GST registration, PAN No., Bank A/C details etc. as stipulated in the tender document.
- 1.17 If the contractor is found ineligible after opening of tender, his tender shall become invalid and cost of bid document shall not be refunded.
- 1.18 Notwithstanding anything stated above, IIITG reserves the right to assess the capabilities and capacity of the tenderers to perform the contract, in the overall interest of IIITG. In case, tenderer's capabilities and capacities are not found satisfactory, IIITG reserves the right to reject the tender.
- 1.19 In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in Bill of Quantities / Schedule of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by the contractor. The column(cells) meant for quoting rate in figures appears in yellow color. The Rate shall be quoted up to 2 Decimals.
- 1.20 In addition to this, while selecting any of the cells, a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderers, rate of such item shall be treated as "0" (ZERO).
- 1.21 The tenderer may submit their queries (if any) in writing by e-mail at [works@iiitg.ac.in](mailto:works@iiitg.ac.in) to seek clarifications latest by **23.08.2022 Aug 2022** till **1100 Hrs.**
- 1.22 The tenderer may visit the work site before quoting their rates.  
Site Address: **IIIT Guwahati**, Bongora, Guwahati-781015, Assam. For more site location detail may please contact Work Section IIIT Guwahati.
- 1.23 **Work will be awarded to L-1 Bidder only if his/her bid is otherwise found in order and after approval from Competent level of IIITG.**
- 1.24 The strike through line in the middle of text is not applicable in this NIT.
- 1.26 **The bidder registered under MSME will be exempted only for Tender Cost.**
- 1.27 The bidder registered under MSME is also required to submit the bid declaration toward EMD (As per annexure-A) online in E-procurement Portal and hard copy of the same at mentioned place on or before scheduled date and time.

## **2. ELIGIBILITY CRITERIA**

### **2.1 INITIAL CRITERIA FOR ELIGIBILITY FOR TECHNICAL BID**

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

**(i) Three similar completed works** costing each not less than ₹ 1.80 Cr.

**OR**

**Two similar completed works**, each of value not less than ₹ 2.75 Cr.

**OR**

**One similar completed work** of value not less than ₹ 3.65 Cr.

***Note: Similar works shall mean Completed Civil Construction works of required value as above (out of which at least one must be building work of value not less than ₹1.80 Cr ) in last 7 years.***

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

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

**(ii)** The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

For this purpose, 'Cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./ Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or Equivalent.

**(iii) The Institute reserved the rights to inspect any or all the works mentioned by the bidder in respect of his/her qualifying experiences.**

**2.2** The applicant should have had average annual financial turnover on construction works minimum of ₹ 3.65 Cr during the last three years ending 31<sup>st</sup> March 2022. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

**(Bidders shall submit audited Balance Sheets and Profit & Loss account statements for the last three financial years ending on 31.03.2022 i.e. for Financial Years of 2019-20, 2020-21 & 2021-22. Any provisional Turnover for 2021-22, must also be certified by the CA)**

- 2.3 The applicant should not have incurred any loss in more than two years during the last five years ending 31.03.2022 which should be duly certified by the Chartered Accountant.
- 2.4 Bank Solvency Certificate issued from a scheduled commercial Bank approved by Reserve Bank of India (RBI) should have **₹1.80 Cr.** The solvency certificate **shall not be older than 6 months from the last date of submission of bids.**
- 2.5 The applicant's performance for each work completed in the last 7 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and is/are to be uploaded along with the tender/bid.
- 2.6 (i) The bidder should be an Indian Registered Company under Companies Act 1956/Proprietorship Company/ Partnership Company of any of these/Individual with appropriate registration for contract from a reputed Govt. organization like CPWD/APWD/Indian-Rly/CPSU etc. Copy of Certificate (with up-to-date validity as applicable) of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- (ii) The bidder must have his/her own Electrical contracting license or the agreed association document of the agency to be engaged has to be submitted along with this tender for the Electrical part. For fire-fighting part also consent of the agency proposed to be engaged need to be submitted along with the tender.

**2.7 Note:**

- (a) In case Completion Certificate issued by Private Organization, TDS certificate must be produced on demand.
- (b) The bidder should have valid GST Registration in the state of Assam/IGST and the copy of the same shall be submitted with the tender.
- (c) The bidder should have valid EPF registration, ESI registration and a valid Labour license.
- (d) Copy of PAN No. and Bank account details must be furnished along with the tender.

### 3. EVALUATION CRITERIA FOR PRE-QUALIFICATION

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

- 3.1 The initial criteria prescribed in Para 01 to 06 above in respect of experience of similar class of works completed and financial turnover etc. will first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.
- 3.2 The applicants qualifying the initial criteria as set out in para 01 to 04 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

|       |  |                 |
|-------|--|-----------------|
| 3.2.1 | Financial strength (Form 'A') –  | Max 20 Marks    |
| 3.2.2 | Experience in similar nature of works during last Seven years (Form 'B') - | Max 20 Marks    |
| 3.2.3 | Performance on works (Form 'C') -Time over run                             | Max 20 Marks    |
| 3.2.4 | Performance on works (Form 'C') -Quality                                   | Max 20 Marks    |
| 3.2.5 | Personnel and establishment (Form-'D')                                     | Max 20 Marks    |
|       |  | -----           |
|       |  | Total 100 Marks |

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

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

**The award of marks for different performances are:**

**Marking scheme for evaluation criteria refer to annexure-A**

| <b>ANNEXURE-A</b> |   |                   |   |                 |
|-------------------|---|-------------------|---|-----------------|
| S.No.             | Attributes  | Max. Marks        | Evaluation  |                 |
| (a)               | <b>Financial Strength</b>   | <b>(20 Marks)</b> | (1) 50% marks for minimum eligibility criteria                    |                 |
| (i)               | Average Annual Turnover   | 16 Marks          | (2) 100% marks for twice the minimum eligibility criteria or more |                 |
| (ii)              | Solvency Certificate  | 4 Marks           | (3) In between (1) & (2) – on pro- rata basis                     |                 |
| (b)               | <b>Experience in similar class of works</b>   | <b>(20 Marks)</b> | (1) 50% marks for minimum eligibility criteria                    |                 |
|                   |   |                   | (2) 100% marks for twice the minimum eligibility criteria or more |                 |
|                   |   |                   | (3) In between (1) & (2) – on pro- rata basis                     |                 |
| (c)               | <b>Performance on works (time over run)</b>   | <b>(20 Marks)</b> |   |                 |
|                   | Parameter   | CFP               | Score   |                 |
|                   | TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time   | if TOR=           | 1.00  | 1.25 1.50 >1.50 |
|                   | (The award of marks for different cases are given below. Marks will be awarded only for the Works shown to meet the eligibility criterion number 1. If the number of Works shown are three, then one third marks will be awarded for each work. If the number of Works are two, then half the marks will be awarded for each work.) Only performance report in given format of Form 'C' will be considered for evaluation. Further, in case of production of more than one performance certificate, if any of the project has delay, the evaluation will be done on the basis of delay only. (Need to have legible signature of the issuing officer with Date & Seal) |                   |   |                 |
| (i)               | Without levy of compensation  |                   | 20  | 15 10 5         |
| (ii)              | With levy of compensation   |                   | -   | 6 3 0           |



|                   |  |                   |   |
|-------------------|--|-------------------|---|
| (d)               | <b>Performance of works (Quality) given below.</b> Marks will be awarded only for the Works shown to meet the eligibility criterion number 1. If the number of Works shown are three, then one third marks will be awarded for each work. If the number of Works are two, then half the marks will be awarded for each work) <b>Only performance report in given format of Form 'C' will be considered for evaluation.(Need to have legible signature of the issuing officer with Date &amp; Seal)</b> | <b>(20 Marks)</b> |   |
| (i)               | Outstanding  | 20                |   |
| (ii)              | Very Good  | 15                |   |
| (iii)             | Good   | 10                |   |
| (iv)              | satisfactory   | 5                 |   |
| (iv)              | Poor   | 0                 |   |
| (e)               | <b>Personnel &amp; Establishment</b>   | <b>(20 marks)</b> |   |
|                   |  |                   | (i) Graduate Engineer with min. 5 years experience 6 marks for each up to Max. 12 marks<br>(ii) Diploma holder Engineer with min. 5 years experience or graduateengineer with min. 2 years experience 4 marks for each up to Max. 8 marks<br>(iii) Supervisory/Foreman 2 mark for each up to Max. 6 marks |
| Total (100 Marks) |  |                   |   |

## 4.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information: Annual financial statement for the last five year (in Form "A") and must be certified by a CA.

### 4.1 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS.

4.1.1 Applicant should furnish the following:

- a) List of all works of similar class successfully completed during the last seven years (in form "B"). Only works duly certified client/PMC will be considered for evaluations if found otherwise in order as per eligibility criteria.
- b) Structure & Organization (in Form "E").

#### 4.2 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organization (in Form "D")

- 4.2.1 Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "D").
- 4.2.2 The document uploaded by the bidder in support of their work experience, financial credential, Income tax return, Turnover etc. should also be self-attested.

#### 4.3 List of Mandatory Documents to be scanned and uploaded within the period of tender submission (All documents to be as per format mentioned in this NIT).

- i) Applicant should submit the bid declaration toward EMD (As per annexure-A) "The biddeclaration to be submitted in ORIGINAL on the Non-Judicial stamp paper on ₹100 duly notarized". Scanned copy to be uploaded.
- j) Certificate of Registration/ Incorporation required as per Eligibility criteria from the concerned Govt. department
- k) All Certificates of work experience and documents pertaining to Eligibility criteria/NIT.
- l) Copy of valid EPF registration, ESI registration, GST registration, PAN No and Bank Account details.
- m) Letter of Acceptance of tender conditions unconditional as per tender documents Annexure -I of this NIT.
- n) Power of Attorney of the person having **Digital Signature** for signing/Subsubmitting the bid.
- o) Form A to F
- p) Site Visit Proforma "Form F" with date and time of visit of location along with name & signature of the person who visited the location and observation/remarks about the site if any.
- q) Bank Solvency Certificate.
- r) Balance Sheets and Profit & Loss account statements for the last three financial years ending on 31.03.2022 i.e. for Financial Years of 2019-20, 2020-21 & 2021-22. For 2021-22 any provisional Turnover must also be certified by the CA.
- s) Electrical Contracting license or agreed association deed from partnering party.
- t) Consent document from Fire Fighting agency for firefighting works.
- u) Signed Copy of the Integrity pact (as per CPWD) format.

**4.4 Hard copies of Bid declaration form and Acceptance letter as per Annexure-I along with all other listed documents in Sl. No.4.3 above must also be submitted to the office of IIIT Guwahati, Bongora, Guwahati-781015, Assam Pin code - 781015 on or before 1500 hrs. of 02.09.2022 If any discrepancy is found between the submitted hard copy and the uploaded soft copy, his/her tender is liable to rejection and in any case contents in the soft copy will only be considered for evaluation of the bid.**

**4.5 Price bid will be submitted online only**, and the rates quoted by the bidders shall be inclusive of all taxes, duties & nothing over/above the quoted rates will be payable to the Contractor and **Please do not submit hard copy of price bid.**

## MEMORANDUM TO FORM OF TENDER

| S.N   | Description                           | Clause No. | Values/ Description to be applicable for relevant clause(s)  |
|-------|---------------------------------------|------------|--|
| i)    | Name of work                          |            | <b>Construction of a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.</b>   |
|       | NIT No:                               |            | IIITG/Works/33.1/2022_23/02 Date:17.08.2022  |
| ii)   | Client/ Owner                         |            | <b>Indian Institute of Information Technology Guwahati.</b>  |
| iii)  | Type of Tender                        |            | Sealed Item rate   |
| iv)   | Earnest Money                         | NIT        | <b>Waived off</b> vide OM No. F.9/4/2020-PPD dated 12 <sup>th</sup> Nov-2020 of Ministry of Finance, GOI. However, applicant must submit the bid declaration toward EMD (As per annexure-A). The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized. |
| v)    | Estimated cost                        | NIT        | <b>₹455 Lacs</b>   |
| vi)   | Time for completion of work           | NIT        | 09 Months  |
| vii)  | Mobilization advance                  | 10 B(ii)   | Not Applicable   |
| viii) | Interest rate of Mobilization advance | 10 B(ii)   | Not Applicable   |
| ix)   | Schedule of rates Applicable          |            | Estimated cost is based on DSR 2021 rates for schedule items of Civil & Plumbing and market rates for the non-schedule items. For Electrical items DSR 2018 and market rate as applicable.   |
| x)    | Validity of tender                    |            | 90(Ninety) days  |
| xi)   | Performance Guarantee                 | 1(i)       | 03% (Three percent) of awarded contract amount or estimated cost put to tender whichever is higher at the time of signing of agreement in the shape of bank guarantee <b>only from any Nationalized Bank.</b>  |
| xii)  | Security Deposit/ Retention Money     |            | 2.5% (Two point Five percent) of the actual cost of work executed as prescribed in the tender document.  |
| xiii) | Time allowed for starting the work    |            | The date of start of work shall be reckoned from <b>07 day</b> of issue of email/telegram/Letter/Telex/Fax of  |

|       |   |       |   |
|-------|---|-------|---|
|       |   |       | intent of Acceptance of tender or from the 1 <sup>st</sup> day of handing over of the site, whichever is later.   |
| xiv)  | Defects liability period  |       | <b>12 (Twelve) months</b> from the date of handing over of the work to the client.  |
| xv)   | Escalation /Price variation                                     | 10 CC | <b>Escalation /Price variation is not applicable/not payable in this contract.</b> Rates are firm & fixed for the entire contract period including extended period, if any.   |
| xvi)  | Specifications to be followed for execution of work (all works) |       | The work shall be carried out following the BOQ and Drawings as per latest CPWD specifications with up to date correction slips, APWD specifications which is being followed in state of Assam for works in general, specifications given in IS codes, Standard Engineering practice and as per direction of Engineer-in-charge in addition to the technical specifications given in the tender document. |
| xvii) | Integrity pact  |       | Integrity pact as per CPWD/GOI Format will be signed and will be submitted with the Bid. Each & Every Institute official are also fully committed towards upholding the Integrity pact clauses.   |
|       |   |       |   |

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

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

**NAME OF WORK: Construction of a Student’s Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.**

**NIT NO:** IIITG/Works/33.1/2022\_23/02 Date:17.08.2022

**ACCEPTANCE OF TENDER CONDITIONS**

1. The tender documents for the work as mentioned in “Memorandum to Form of Tender” have been sold to/received by/ me/us from IIIT Guwahati and I / we hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of the Tender documents (Instructions to the Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/ conditions (s) (except unconditional rebate on price, if any) in the tender and the same has been followed in present case.

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

3. The required Bid declaration towards EMD for the tender for this work is enclosed herewith.
4. I/We, have seen all the corrigendum’s/Addendums uploaded by IIITG on IIIT Guwahati website up to the last date and time of submission of tenders for this work.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated: \_\_\_\_\_

## 5. Instructions to Tenderer (ITT)

Online Item Rate basis tenders are invite by Indian Institute of Information Technology Guwahati (IIITG) for the work of “**Construction of a Student’s Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.**”

The work is estimated to cost **₹455 Lacs**. This estimate, however, is given merely as a rough guide.

5.1 The tender document as uploaded can be seen on website <http://iiitg.ac.in>, <https://mhrd.euniwizarde.com> and can be downloaded free of cost.

5.2 Bidders may to visit the site location before submitting the tender.

5.3 **Mode of Submission of Earnest Money Deposit: EMD is waived off** OM No. F.9/4/2020-PPD dated 12<sup>th</sup> Nov-2020 of Ministry of Finance, GOI  
**However, applicant must submit the bid declaration** towards EMD (**As per annexure-A**) The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized, while submitting hardcopy of tender. Scanned copy may be uploaded along with soft version of the tender.

5.4 Interested bidder who wish to participate in the tender has also to make following payments in the form of on line payment and uploaded the receipt/UTR No. etc. to the e-Tendering website within the period of bid submission:

**Cost of Bid Document- ₹ 10000.00 /- (Rupees Ten Thousand Only)** only shall be submitted through E-Payment mode in E-procurement Portal. Bidder has to select the payment option as “E-Payment” to pay the Tender Fee/Cost of Tender. **The bidder registered under MSME are exempted.** However, registration fee of e-procurement portal has to be paid to the e-procurement portal i.e. <https://mhrd.euniwizarde.com> .

Copy of certificate of work experience (if required) and other documents as specified in the tender/eligibility criteria shall be scanned and uploaded to the <https://mhrd.euniwizarde.com> Website within the period of tender submission and certified copy of each shall be Submitted Online”. The tender submitted shall become invalid if:

5.5 Technical tender documents submitted by intending tenderers shall be opened online in the e-procurement portal only of those tenderers, whose Earnest Money Deposit and Cost of tender are found in order. The Price Bids of those tenderers who qualify the technical bid shall be opened. Date and time will be communicated vide corrigendum notice in due course of time in the e-procurement portal as well in the Institute’s website <http://www.iiitg.ac.in>

5.6 The tender submitted shall become invalid if:

5.6.1 The tenderer is found ineligible.

5.6.2 The tenderers do not upload all the documents as per the list at 4.3 (of Eligibility Criteria) and as stipulated in the tender document.

5.7 **VALIDITY OF TENDER**

The Tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of financial tender. If any tenderer withdraws his tender

before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IIITG, then the IIITG shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

**5.8 ACCEPTANCE OF TENDER**

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

- 5.9 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.
- 5.10 The witnesses to the Tender/Contract Agreement shall be other than the tenderer(s) competing for this work and must indicate full name, address, and status/occupation with dated signatures.
- 5.11 The acceptance of tender will rest with the IIITG who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 5.12 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days from the date of issue of letter of Award by IIITG.
- 5.13 The tenderer shall not be permitted to tender for works if his/her near relative is posted in the Office of IIITG. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers/staff in IIITG. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works with IIITG.
- 5.14 The time of completion of the entire work, as contained in contract shall be as mentioned in "NIT", which shall be reckoned from the 07<sup>th</sup> day after issue of the letter of Award by the IIITG or from the first day of handing over of clear site whichever is later.
- 5.15 Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 5.16 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of Intent/work order, Bill of Quantities, Conditions of Contract.
- 5.17 ADDENDA/CORRIGENDA**
- Addenda/Corrigenda to the tender documents may be issued prior to the date of submission of the Addenda/ Corrigenda to the tender documents may be issued up to the date of submission of the tender to clarify or effect modification in specification and/ or contract terms included in various tender documents. The tenderer shall

suitably take into consideration such Addenda/ Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents. In case of nonworking of websites, addendum/corrigendum shall be uploaded immediately on its working.

#### **5.18 CLARIFICATION AFTER TENDER SUBMISSION**

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the IIITG and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, IIITG will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

- 5.19 If the quantities for some items may not be given in the BOQs, those quantities may be considered as NIL & bidders need not to quote the rates for such items.
- 5.20 The condition written elsewhere shall not be considered either for evaluation or as a part of eligibility criteria.



**Annexure-A**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

**(On Non-Judicial stamp paper on ₹100 duly notarized.)**

**To**

**The Director, IIIT Guwahati**

I / We, the authorized signatory of M/s..... ,  
participating in the subject tender No: IIITG/Works/33.1/2022\_23/02 Date:17.08.2022  
for the item / job of..... , do hereby declare : (i) That I / we  
have availed the benefit of waiver of EMD(vide OM No. F.9/4/2020-PPD dated 12<sup>th</sup> Nov-  
2020 of Ministry of Finance, GOI) while submitting our offer against the subject  
Tender and no EMD being deposited for the said tender. (ii) That in the event we  
withdraw / modify our bid during the period of validity Or I/we fail to execute formal  
contract agreement within the given timeline OR I/we fail to submit a Performance  
Security within the given timeline Or I/we commit any breach of Tender Conditions /  
Contract which attracts penal action of forfeiture of EMD and I/we will be suspended  
from being eligible for bidding / award of all future works/contract(s) of IIIT  
Guwahati for committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory .....

Company Name .....

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

## 6. SPECIAL CONDITIONS OF CONTRACT

These special conditions shall supersede/ supplement the relevant conditions given in CPWD Form 7/8 (Edition 2020 with up to date corrections and amendments) in the tender document and the General Conditions of Contract(GCC) of CPWD [[https://cpwd.gov.in/Publication/GCC\\_Constructions\\_works\\_2020.pdf](https://cpwd.gov.in/Publication/GCC_Constructions_works_2020.pdf)] , which otherwise are part of this tender document.

**6.1** This work / contract is being executed for Indian Institute of Information Technology Guwahati. The conditions of payment are on back to back basis. The payment of work done shall be made to the contractor on receipt of the duly signed triplicate bill copies from the contractor attaching all measurement of records for the works done, proof of full filling statutory requirement of tax, cess and royalty deposition to the appropriate authority and as per the payment terms mentioned in this NIT.

**6.2 (a)** Contractor shall submit the complete program of execution along with CPM/PERT Chart proposed to be followed for execution within 07 days of award of work and shall also submit mile stones chart, base line programme regarding fixing time line for completion of the project to the Owner/IIITG keeping in view the time allowed in days from the date of start of work and percentage of financial value of work to be done of the awarded contract amount for each mile stone as given in the schedule B to F of tender document.

**(ii) The contractor must plan his working activities in consultation with Engineer-in-charge/Owner in such a way that part completion and handover of priority requirements of the Institute is adhered to as per schedule of work plan made at outset of the work and the same to be completed in full respect as directed by the Institute.**

**6.2 (b) SITE VISIT prior to Bidding**

Since the location of the work i.e. IIIT Guwahati:-

- The bidder, at the bidder's own responsibility, cost and risk, must visit the site and examine the site of works and its surroundings go through the plans/drawings/ details connected to the work, if/as available and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.
- The bidder should certify that he has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visited the site/area or not and has taken all the factors into account while quoting his rates.
- The bidder should get himself acquainted with the conditions and geological details available for the proposed work site including working conditions, road approaches etc., safety and security of men, material and, machinery. Any probable incidental cost for smooth & speedy execution of the job must be assessed by the bidder and accordingly loaded in his/her rates. In future/ at the time of execution, no extra will be payable for non-realistic assessment at the time of bidding by the tenderer.
- The bidder should visit the site and upload Site Visit Report "Form F" along with the bid.

## ***Materials for Construction:***

- 6.3 RAW MATERIAL:** All materials and labour required for the execution of work shall be arranged by the contractor including cement & reinforcement steel etc.

### ***Cement:***

- 6.4 (i)** The contractor shall procure 43 grade OPC/53 grade OPC or PPC (conforming to relevant IS) cement, as required in the work, of approved makes or as approved by Engineer-In charge. Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes at contractor's cost. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- ii)** The cement go-down of the required capacity to store cement shall be arranged/ constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The Contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.
- iii)** The cement shall be got tested by Engineer-in-charge and shall be used on work, only after test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.
- iv)** The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 and 10A of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- v)** Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- vi)** Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-charge shall get it removed at the risk & cost of the contractor.
- vii)** Mix designing of Concrete wherever applicable, are to be carried out from reputed Govt./Autonomous Institute and to be approved by Engineer-in-Charge.

### **Steel Reinforcement:**

**6.5 i)** The contractor shall procure TMT steel reinforcement bars of Fe500D/Fe550/Fe550D or higher grade conforming to relevant BIS codes of the approved makes / as approved by Engineer In- charge. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in- charge as per the provisions in this regard in relevant BIS codes at contractor's cost. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-charge to do so.

**ii)** The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

**iii)** For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

| Size of bar           | For consignment below 100 tonnes              | For consignment above 100 tonnes.             |
|-----------------------|---|---|
| Under 10mm dia bars   | One sample for each 25 tonnes or part thereof | One sample for each 40 tonnes or part thereof |
| 10mm to 16mm dia bars | One sample for each 35 tonnes or part thereof | One sample for each 45 tonnes or part thereof |
| Over 16mm dia bars    | One sample for each 45 tonnes or part thereof | One sample for each 50 tonnes or part thereof |

**iv)** The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

**v)** The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 and 10 A of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

**vi)** Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

**vii)** Contractor has to maintain all register/records during execution of works as stipulated in CPWD works manual and as per direction of Engineer In charge.

**viii)** During excavation of basement/foundations if any dewatering involves that has to be done by the contractor on his own cost expenses will be deemed as are included in quoted rates.

***Other construction materials:***

- 6.6 (a)** All material used in the work shall be confirming to IS Specifications and as approved by Engineer In-charge /Owner and shall be ISI marked unless otherwise specified. In the event for items for which either the brands not specified or ISI marked items not available, the sample of the item before use shall be got approved from Engineer –in-charge. However, in either cases the samples of materials / fixtures shall be got approved from Engineer –in-charge before use in the work.
- (b)** Contractor shall be required to produce samples of all materials and fittings sufficiently in advance for approval. The Contractor when called upon shall provide "make" of samples for approval before execution free of cost and also will make arrangements for transportation of samples to the designated test house as per the direction of Engineer-in-charge of the work at his own cost. Cost of testing will also be borne by the contractor.
- (c)** The materials and equipments used for execution will be got tested from third party (preferably from a Government Institute like IIT/NIT/reputed Govt. Engineering institution etc.) frequency as per CPWD norms.
- 6.7** Any notice to be given under this contract shall be sent by registered post, Speed post at the last known registered or head office address of the contractor and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- 6.8** The contractor shall have to provide 5 (five) years guarantee bond in the form of Indemnity Bond for water proofing works from the date of completion of work (if applicable).
- 6.9** IIITG shall not supply or procure any material for use on works and the contractor has to make his own arrangements for supplying, procuring transportation and storage of all such materials required for the work, at his own cost.

***Drawings and statutory permissions:***

- 6.10** The contractor shall be supplied drawings required for execution of work like architectural, structural, all service plans and other detailed drawings in a phased manner. If any particular drawing is required for execution of work, contractor shall inform the Engineer-in-Charge in writing at least 07 days in advance. Shop drawings shall have to be got prepared by the contractor at their own and to be got approved from Architect/Engineer-in-Charge before start of work.
- 6.11** **The contractor shall be responsible for obtaining necessary clearances for start of work and on completion of work executed by him from various local bodies including GMC, GMDA, Panchayat (as applicable), State Environmental Board, State Fire, ASEB/power/ Electrical inspector etc. for water, sewer, drainage, fire fighting, lifts, Power supply/DG set, for starting the construction & for occupation of the building (as the case may be).** Necessary liaisoning with other working agencies & local bodies shall be his/her responsibility. Any statutory fees to be paid on account of said clearances shall be reimbursed to contractor by IIITG.

### ***Payments and records:***

- 6.12 The payment to the contractor shall be made from the office of IIIT Guwahati through RTGS/NEFT or any other applicable online mode. If the contractor desires the payment through Banker Cheque/Demand Draft, charges on account of this shall be debited to the contractor. The contractor shall not claim anything extra on this account.
- 6.13 Unless specifically advised Running Account bill submission process will be as per clause 7 of GCC and the representative of Owner will check/verify the works & the measurements before submitting the concerned bill for payment process.
- 6.14 The contractor should have valid PF Code, PAN, TIN and ESI No. & should provide a copy of PF, ESI registration number. The contractor shall provide the copies of challans as a proof of remittance of PF & ESI amount. The contractor should also maintain the PF records, labour records i.e copies of wage sheets, attendance sheets, monthly returns, annual returns, forest royalty challan/records, P.O. & bills of material purchased for constructions and any other record in this regard for inspection and should provide as and when required by the Engineer-in-charge.
- 6.15 The contractor will be responsible to get register himself under labour cess in "Building and other construction workers" welfare board.
- 6.16 The contractor will be responsible for obtaining "Contractor All Risk Policy" towards entire cost of the work and will obtain "Workmen compensation policy" at his own cost. The policy should cover entire tenure of contract inclusive of extended period, if any.
- 6.17 The decision of the Competent Authority of Owner, regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work will be final and would not be open to arbitration and adjudication.
- 6.18 No advance shall be paid to the contractor against any Tools & Plants, equipment & machinery or any materials etc. brought at site by the contractor. Water & electricity for execution of work including testing & commissioning etc. shall be arranged by the contractor at his own. **No mobilization advance provision is there in this contract.** Clause No. 10 (b) (ii) of GCC not applicable.
- 6.19 The work may be inspected by Central Vigilance Commission/ record inspected by CAG team and any deductions/ compensation proposed by CVC/CAG or Competent Authority of IIITG in regard to defective work or work not confirming to specification, loss of time, amount shall be deducted from his/her dues. Contractor must provide necessary records for all such inspection as and when called for.
- 6.20 **It is clearly agreed and understood by the tenderers/ contractors that notwithstanding anything to the contrary that may be stated in the agreement any delay in the release of payment by the IIITG/ owner to the contractor, shall not entitle the contractor any compensation / interest nor it will account for any reason for delays in schedule plan for activities of the work.**
- 6.21 The contractor will have to submit a no claim / final claim certificate, duly notarized on a stamp paper of appropriate value, as per the standard format at the time of release of Performance Bank Guarantee & security deposit.
- 6.22 Any bill of the contractor will be accepted only when it is accompanied with valid GST invoice and required FRCC.

**6.23 No Secured advance payment shall be released to the contractor against any material brought at site. Clause No. 10(b)(i) of GCC will not be applicable.**

**6.24 (a)** Tax deductions at source, if any, shall be made by IIITG as per laws prevalent in the State as applicable for the works under the statute such as GST or any other law for levy of tax on goods/materials/article which may be used for execution of work. Contractor has to submit GST bills as per laws as applicable.

**6.24 (b)** The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the State, where the work is to be executed.

**6.24 (c)** It will be incumbent upon the Contractor that he/it shall get registered and discharge his obligations for payments, filing of return etc. under the appropriate provisions of the law in respect of all the taxes, duties, levies, cess, etc. IIITG always has right, if required, to seek necessary evidence from the contractor that he/it is registered under the law and / or any other obligations under the provisions of the respective Act and in case of any failure on part of the Contractor, it shall be his/her duties to indemnify IIITG all time.

**6.25**

**(a) The accepted rates of the contractor shall be firm / fixed for the entire contract period including extended period, if any. No escalation in rates shall be payable at all. Clause No. 10c, 10ca and 10 cc of GCC are not applicable.**

**(b) No Abnormally High Rate (AHR)/Abnormally Low Rate item derivation will be applicable in this tender.**

## **7. Settlement of Disputes**

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

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 30 days of the arising of the disputes make a request to the appropriate authority of IIITG, who shall refer the disputes to Dispute Redressal Committee (DRC) within 30 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) will give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from appropriate authority. The constitution of Dispute Redressal Committee (DRC) shall be indicated



in Schedule 'F' Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If any of the party is still dissatisfied, the same may approach to the appropriate court in Guwahati.

## **7.2 SCC Clause no. 26 B:-**

- (i) It is hereby agreed by the parties that **clause 25 of GCC 'Resolution of Disputes and Arbitration' shall not be applicable to this Contract** and is hereby specifically excluded from purview of this contract. The parties agree that any clause in any of the documents forming part of this contract like NIT, BOQ or any other document, for referring of dispute to Arbitration shall not be applicable to the present contract.

It is specifically agreed by the parties that all matters or disputes arising out of and / or concerning this contract shall be exclusively subject to the jurisdiction of the Courts at Guwahati only to the exclusion of Courts at all other places.

- (ii) **Rates of extra items and deviated items beyond the limit mentioned in this NIT shall be derived on the basis of DSR 2021 plus prevailing cost index (only if published by CPWD) and in case of Non DSR item same will be derived on basis of prevailing market rates considering 15% CP & OH.**

**Within above said limit, the work shall be carried out by the contractor on the same condition in all respects including price on which he agreed to do the main work. Beyond these limits, the rates determined on basis of market rates and the contractor shall be paid in accordance with the rates so determined by the Engineer-in-Charge / Owner.**

- (iii) The contractor shall be responsible for obtaining Completion Certificate and Occupancy Certificate from the local body / bodies (If required). The contractor shall send completion report along with above certificates as well as "As Built" drawings and maintenance schedules to the office of the IIITG as soon as possible.
- (iv) Contractor has to provide for user operation & maintenance manuals and impart training to OWNER. All warranties and guarantees on equipment/fixtures etc. procured by the contractors shall be in the name of OWNER.
- (v) The contractor shall keep the IIITG/Owner indemnified against any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others.
- (vi) The contractor shall not stake any claim in case IIITG decides for foreclosure of the work or reduce the scope of work at any of the stages subsequent to start of work or even if the work do not take off at all.
- (vii) The contractor shall obtain the labour license, within one month of award of work, if required.
- (viii) The specialized items of work are to be got executed by the contractor engaging the agencies who are experienced in carrying out those specialized items of work duly approved by Engineer-In-charge.

- (ix) Performance Guarantee @ 03% (Three percent) of awarded contract amount or estimated cost put to tender, whichever is higher shall be submitted by the contractor within the time schedule as specified in the tender document in the shape of Performance Bank Guarantee issued by any Nationalized Bank. This supersedes clause no.1 of GCC.
- (x) Payments due to the contractor will be made only after getting the certification that the statutory P.F. payment have been made to EPFO related to the employees deployed by the contractor for the project. Necessary Employees wise details of deposit of P.F./ESI will be kept ready by the contractor for verification by IIITG.
- (xi) FRCC as applicable have to be produced along with bill for verification and release of payment. The contractor will be solely responsible for obtaining FRCC.
- (xii) The estimate is based on DSR 2021 rates for schedule items and market rates for the Non-schedule items.
- (xiii) For schedule items, items no's, description or nomenclature of the items, unit of the items given in financial bids are based on DSR 2021. If there is any error or discrepancy in the above w.r.t as given in DSR 2021, the same shall be regulated as given in DSR 2021.
- (xiv) The payment shall be made in Indian Rupees through bank account.
- (xv) Income tax and other taxes as applicable shall be deducted at source.

### ***Execution of Work***

- (xvi) **Implementing agency/Owner-** Indian Institute of Information Technology Guwahati.  
**Funding Agency-** Indian Institute of Information Technology Guwahati.  
The work of the Construction of Construction of a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati. is to be completed within a **total completion period of 09 Months.**
- (xvii) On award of work, the contractor will liaison with the office of IIITG for taking over of sites with proper demarcation, chalk out detailed priority wise work plan (to be approved by Owner) & will start construction work as per GFC drawings issued by IIITG. It is to be noted that drawings given in the tender are indicative only. The contractor will strictly adhere to this chalked out plan/ programme and on completion of work in all respect the work will be handed over to the IIITG along with all requisite documents by the contractor.
- (xviii) During the various stages of execution, the Contractor shall submit fortnightly progress report in three set along with six or more different photographs of the each building. The photographs must be of good quality and its size should not be less than 4" X 6".
- (xix) On completion of every stage of work, the contractor will submit at least 06 Nos colored photographs taken from inside and outside of the each building, in the form of spiral binded booklet (02 Nos) to IIITG.
- (xx) The contractor shall be solely responsible for execution of work with proper workmanship and as per the specifications.

- (xxi) Contactor has to work closely with other contractors/agencies carrying out the work of road/building/drainage works in the site. Necessary coordination for the said purpose will have to be maintained though out the duration of execution of the job. The cost of necessary cutting and making good the walls of manholes and similar as per scope of this contract is deemed to be included in the quoted rates. Nothing shall be paid extra on this account.
- (xxii) The work is to be completed within specified completion period. If it is found that more time has been taken by the contractor to complete the work/project, liquidated damages @ 1.5% per Month of delay (to be computed on per day basis) subject to a maximum of 10% of the award value of the work as per CPWD guidelines would be imposed on the contractor.**
- (xxiii) On completion of the work, the work shall be handed over to the client including all services and facilities executed in accordance with the approved plans, specification fulfilling all techno functional requirements along with inventory, "As Built drawings", maintenance manual/standard operating procedure (SOP) for equipments.
- (xxiv) If the work is carried out in violation of the approved plan of the project/ contract, the agency shall rectify the same at his own cost to the satisfaction of the Institute/IITG.
- (xxv) The contractor shall build and complete a mock up room, within the limits of area of the building under construction before progressing for further finishing/ works.
- (xxvi) No extra payment shall be made to the contractor for laying of concrete by ready mixed concrete (R.M.C) plant if the same is approved for use in construction by the Engineer-in-charge.
- (xxvii) During execution period, the contractor has to control noise and air pollution at site as per norms of Pollution Control Board/Local Authorities. Further, since the site is within an Educational campus, contractor must take all pre-cautions necessary/ as directed by the IITG authority for avoiding disturbances to the students/ campus residents.
- (xxviii) Contractor shall be solely and exclusively responsible for all acts and omissions of its staff and any person, associations, institutions engaged by it for execution of the work and for the health, safety and security of such person of entities and their property.
- (xxix) Third party motor vehicle liability insurance as required under Motor vehicle Act 1988 with latest amendment in respect of motor vehicles operated in India by the Agency or its personnel or any sub agency or its personnel for the period of this Agreement.
- (xxx) Water and Electricity for construction and for other purpose will be arranged by the contractor at his own.
- (xxxi) The contractor shall make all arrangements for ground breaking Ceremony / inaugural function etc. for the project as required and the cost towards it is deemed to be included in his rates/offer.
- (xxxii) The contractor will establish a field lab having all testing equipments/ machines with lab assistant at site having all facilities for conducting all field tests of the materials. For site surveys, visits, inspection, checking & verification of work & bills, the contractor will

provide due assistance to IIITG. The contractor assistance will comprise of a computer with printer, internet & consumable etc., Nothing extra shall be payable on this account. The maintenance charges are to be borne by the contractor. In case contractor fails to provide the above facilities up to the satisfaction of Engineer-in-charge, same may be hired directly and will be recovered from the bills.

The contractor shall provide consumable as required and maintain the aforesaid facilities intact / operational during the tenancy of the contract including extended contract period, if any. The contractor shall also make sufficient arrangement for photography / videography so that photographs video can be taken of any specific activity at any point of time.

- (xxxiii) Performance guarantee equivalent to 3% of the awarded contract amount or estimated cost put to tender, whichever is higher submitted by the contractor, shall be refunded to the contractor after successful completion & recording of the completion of work and handing over of the completed work to IIITG.

**(xxxiv) Defects Liability & Maintenance Period:**

The contractor shall be fully responsible for the quality, workmanship and structural safety of the work executed. The contractor shall be fully responsible for liability of defects in the work executed by him for a period of one year. All defects observed during the defects liability period shall be rectified by the contractor at his own cost and expenses. Any major and minor repair will be done by the contractor free of cost for one year after handing over the work executed. In the event of failure on the part of the contractor to rectify the defects, the same may, without prejudice to any other right available to it in law, be rectified by the Contractor. Owner shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from/against any amount due and payable or becoming due and payable by IIITG to the contractor under this agreement or any other contract what-so-ever. During the Defects- liability period. Contractor has to depute a Supervisor/Engineer (if required) to look after the defects for which nothing extra would be payable to the contractor. On completion of DLP period of one year, the contractor will arrange to get visited & checked by official of IIITG.

- (xxxv) **JURISDICTION:** The agreement is deemed to be executed at Guwahati and the Court in Guwahati alone will have the jurisdiction to deal with matters arising under this work.

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

- (xxxvii) In the event of a party (affected party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected party shall give notice ("Force Majeure Notice") to the other party, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date of on which the affected

party knew or should have reasonably known the commencement of the Force Majeure event.

(xl) If the affected Party has taken all necessary steps towards mitigating the effect of a force Majeure event, then:

- a. The obligations of the affected party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
  - b. To the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.
8. Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party's or such Party's sub agency or agent or employees or, which a diligent Party could reasonably have been expected to:

(i) Take into account at the time of the conclusion of this agreement and/ or;

(ii) Avoid or overcome in the carrying out of its obligations hereunder.

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

9.1 **Performance bank guarantee will be released to the contractor on compliance of the followings:**

- a) Completion & handing over of work in all respect to IIITG.
- b) Obtaining all approvals /NOCs/Clearances and Occupancy certificate from concerned local authorities on completion of work.
- c) Preparation & submission and acceptance of final bill.
- d) Finalization of final extension of time by IIITG.
- e) Clearance of site.
- f) Submission of labourer's wages sheets, ESIC & EPF contribution challans etc. complete.
- g) Submission of 'No Claim/No dues certificate' by the contractor on non-judicial stamp paper of Rs.100 duly notarised.
- h) Submission of 'as built drawings, Warrantee /Guarantee cards of all equipment/machinery and submission of standard operating manuals.
- i) Forest Royalty Clearance Certificate (FRCC) as applicable.

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

- a) Rectification of all defects as pointed out at the time of handing over & during defect liability period and obtaining "No defects Certificate" from IIITG against pointed out defects.
- b) Submission of modified 'as built drawings' if any.

**10.0 In case of situation like pandemic, the contractor must be ready to work following all the necessary protocols given in government SOPs and no reason for delay/ compensation for any life or property will be entertained.**

**11.0** Notwithstanding anything contained in this NIT, the order of precedence for carrying out the work will be:

- i) BOQ of the tender
- ii) Technical specifications mentioned in the NIT
- iii) Tender/ Good for Construction drawings
- iv) CPWD specifications
- v) APWD specifications
- vi) IS codes
- vii) Standard Engineering practice
- viii) Decisions of Engineer-in-Charge

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

### **SCHEDULE – B :**

Schedule of materials to be issued to the contractor.

| S.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

| S.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 a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup (R) District, Guwahati.**

**NIT NO: IIITG/Works/33.1/2022\_23/02 Date:17.08.2022**

|                              |   |
|------------------------------|---|
| i) Estimated cost of work :  | <b>₹455 Lacs.</b>   |
| ii) Earnest money :          | Waived off vide OM No. F.9/4/2020-PPD dated 12th Nov-2020 of Ministry of Finance, GOI<br>However, applicant must submit the bid declaration toward EMD (As per annexure-A) The bid declaration to be submitted on the Non-Judicial stamp paper on ₹100 duly notarized.  |
| iii) Performance Guarantee : | 03% (Three percent) of awarded contract amount or estimated cost put to tender whichever is higher at the time of signing of agreement in the shape of bank guarantee <b>only from any Nationalized Bank.</b>   |
| iv) Security deposit         | 2.5% (Two point five percent) of the actual gross amount of work done, to be deducted from each bill towards security. Security deposit will be refunded to the contractor after successful completion of defects liability period and submission of labour clearance certificate as mentioned in the contract. |

## **SCHEDULE 'F'**

GENERAL RULES: Officer inviting tender : Director, IIIT Guwahati  
& DIRECTION

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

Definitions:

|                             |                                      |
|-----------------------------|--------------------------------------|
| 2(v) Engineer-in-Charge     | A officer nominated by IIIT Guwahati |
| 2(viii) Accepting Authority | Director/BWC IIIT Guwahati           |



|  |  |
|--|--|
| 2(x) Percentage on cost of material and labour to cover all over head expenses and profit. | 15%  |
| 2(xi) Standard Schedule of Rates   | DSR 2021   |
| 2(xii) Department  | IIIT Guwahati  |
| 9(ii) Standard CPWD contract Form  | GCC 2020 Construction Work with up to date corrections and amendments. & CVC guidelines. |

|   |   |
|---|---|
| Clause 1<br>(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days  | At the time or before signing of contract agreement but max within 15 days of letter of acceptance. |
| (ii) Maximum allowable extension beyond period provided in ( i ) above in days  | NIL   |
| Clause 2<br>Authority for fixing compensation Under clause 2.   | Director/BWC<br>IIITGuwahati  |
| Clause 2A<br>Whether Clause 2A shall be applicable  | Not applicable.   |
| Clause 5<br>Number of days from the date of issue of letter of acceptance or from the first date of handing over of site ( whichever is later) for reckoning date of start. | 07 days   |
| Clause 6,6A<br>Clause applicable – (6 or 6A)  | 6 A   |

**Mile Stone(s) as per table given below:**

| <b>S. no.</b> | <b>Description of Milestone (Physical)</b> | <b>Time allowed in days (From Date of start)</b> | <b>Amount to be with-held in case of non achievement of milestone.</b>   |
|---------------|--|--|--|
| 1             | 1/8 <sup>th</sup> (of total work)          | 1/4 <sup>th</sup> (of total work)                | In the event of not achieving the necessary progress as assessed from the running payment, 1% of the tender value of work will bewithheld for failure of each milestone, subjected to decision of Director, IIITG. |
| 2             | 3/8 <sup>th</sup> (of total work)          | 1/2 <sup>th</sup> (of total work)                |  |
| 3             | 3/4 <sup>th</sup> (of total work)          | 3/4 <sup>th</sup> (of total work)                |  |
| 4             | Full                                       | Full   |  |

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

| <b>Part</b> | <b>Portion of site</b>                       | <b>Description</b>      | <b>Time Period for handing over reckoned from date of issue of letter of intent.</b> |
|-------------|--|-------------------------|--|
| Part A      | Portion without any hindrance                | Complete site available | 7 Days   |
| Part B      | Portions with encumbrances                   | -                       | -  |
| Part C      | Portions dependent on work of other agencies | -                       | -  |

|   |  |
|---|--|
| Time allowed for execution of work  | 09 Months  |
| Authority to give fair and reasonable Extension of time for completion of work  | Director, IIITG  |
| <b>Clause 7</b><br><b>Gross work to be done together with net payment/adjustment of advances if any, since the last such payment for being eligible to interim payment.</b> | <b>₹ 50 lakh except in last two bills for which amount may vary.</b> |
| Clause 7A<br>Whether clause 7A shall be applicable  | Yes  |
| Clause 8A<br>Authority to decide compensation on account if contractor fails to submit completion plans   | 100%   |

|  |  |
|--|--|
| <p>Clause 10A</p> <p>List of testing equipment to be provided by the contractor</p> <p>At site lab but not limited to the followings.</p> <ol style="list-style-type: none"> <li>1. Theodolite, Dumpy level, Steel level.</li> <li>2. Plumb bobs, Sprit level, Hammers.</li> <li>3. Weighing machine (Electronic)</li> <li>4. Thermometers, stoves.</li> <li>5. Hydraulic test machine (compressive testing machine)</li> <li>6. Smoke test machine.</li> <li>7. Wire gauge, micro meter &amp; tounge tester, megger and others as required at site.</li> <li>8. Sieves Set</li> <li>9. All other lab equipments as required to conduct field lab tests</li> </ol> | <p>Yes, to be provided at site as per actual requirements.</p> |
| <p>Clause 10B</p> <p>Whether Clauses 10 B (ii) shall be applicable</p>   | <p>N.A</p>   |

**Modified Provision**

|  |                          |
|--|--------------------------|
| <p>Clause 10CA</p> <p>Materials covered under this clause</p> <ol style="list-style-type: none"> <li>1. Cement</li> <li>2. Reinforcement Bars</li> <li>3. Structural Steel.</li> </ol> | <p>} Not Applicable.</p> |
| <p>Base Price of all the materials covered under Clause 10CA is to be mentioned at the time of approval of NIT (Not applicable as NO PRICE ESCALATION ALLOWED IN THIS TENDER)</p>      |                          |

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

|  |  |
|--|--|
| <p>Clause 11</p> <p>Specifications to be followed for execution of work( all works)</p>                      | <p>CPWD specifications with all latest amendments and corrections up to date &amp; technical specifications given in the tender.</p> |
| <p>Clause 12</p> <p>Authority to decide deviation upto 1.5 times of tendered amount</p>                      | <p>Director, IITG</p>  |
| <p>12.2 &amp; 12.3 Deviation Limit beyond which clauses 12.2 &amp; 12.3. shall apply for building work :</p> | <p>30%</p>   |

|  |  |
|--|--|
| 12.5<br>(i) Deviation Limit beyond which clauses 12.2 & 12.3. shall apply for foundation work  | 100%   |
| Clause 16<br>Competent Authority for Deciding reduced rates.   | Director/BWC IIITG   |
| Clause 18<br>List of mandatory machinery, tools & plant to be deployed by the contractor at site but not limited to the followings:- | All tools and plants, machinery, shuttering material, scaffolding material, Grinding machine, cutting machine as required to execute all the items of work under reference within the specified completion period. |
| Clause 19C<br>Authority to decide penalty for each default   | Director/BWC IIITG   |
| Clause 19D<br>Authority to decide penalty for each default   | Director/BWC IIITG   |
| Clause 19G<br>Authority to decide penalty for each default   | Director/BWC IIITG   |
| Clause 19K<br>Authority to decide penalty for each default   | Director/BWC IIITG   |

Redressal Committee (DRC)

Building & Works Committee (BWC) of IIIT Guwahati

| 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<br>Or<br>Diploma Civil Engineer      | Civil      | Technical representative                                    | 02 year<br><br>05 year | 01     | 20,000/- Per month<br><br>For each -Do-   | Twenty thousands Per month<br>For each -Do- |
| 2       | Graduate Engineer<br>Or<br>Diploma Electrical Engineer | Electrical | Technical representative                                    | 02 year<br><br>05 year | 01     | 20,000/- Per month<br><br>For each -Do-   | Twenty thousands Per month<br>For each -Do- |

|   |   |
|---|---|
| Assistant Engineer's retired from Government service that are holding Diploma will be treated at par with Graduate Engineers.                   |   |
| Clause 42<br>i) (a) Schedule /statement for determining theoretical quantity of cement & bitumen on the basis of Delhi<br><br>Schedule of Rates | DSR 2021  |
| ii) Variations permissible on theoretical quantities.<br>(a) Cement   | 2% Plus/ Minus  |
| (b) Bitumen   | 2.5% Plus only and Nil on minus side                    |
| (c) Steel reinforcement and structural steel section for each diameter, section and category.   | As per standards code of practice / CPWD Specifications |
| (d) All other Materials   | Nil   |

Requirement of Technical Representative (s) and recovery rate.

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| 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  | ₹ 600 per bag of 50 kg                    |

**Notice for Dispute Redressal**

To  
Engineer-in-charge, IIIT Guwahati  
(For Construction of a Student's Activity Centre at IIIT Guwahati,  
Bongora, under Kamrup (R) District, Guwahati.)  
Dear Sir,

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

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

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

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

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

Yours faithfully,  
(Signatures)

**Copy in duplicate to:**

1. The Director, IIIT Guwahati

## PROFORMA FOR BANK GUARANTEE (FORMAT)

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

Ref. :

Date :

Bank Guarantee No. ....

To,

Indian Institute of Information Technology Guwahati,  
Bongora, Guwahati-781015  
Assam

Dear Sir,

In consideration of Indian Institute of Information Technology Guwahati having its Office at Bongora, Guwahati-781015, Assam (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... M/s

..... having its Registered /Head Office at ..... (hereinafter called the "Tenderer" who wishes to participate in the said tender for ..... and you, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for and amount of ₹..... valid up to..... on behalf of the tenderer/ Contractor in lieu of cash Deposit required to be made by the tenderer/Contractor, as a condition precedent for participation in said tender.

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

Any such claim/ demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer. This guarantee shall be irrevocable and shall remain valid up to ..... If any further extension of this guarantee is required, the same shall be granted to such required period on receiving instructions from M/s ..... on whose behalf this guarantee is issued.

This guarantee shall be valid up to .....unless extended on demand by the Owner. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹..... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee

shall stand discharged. Dated the .....day of .....for ..... (indicate the name of the Bank)

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

WITNESS :

1. (SIGNATURE)

(SIGNATURE)

(NAME).....

(NAME).....

(Designation with Bank Stamp).....

(OFFICIAL ADDRESS)

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

.....

DATE .....

2. (SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

.....

.....

NOTE:

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



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

**FORM 'A'**

**FINANCIAL INFORMATION**

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

|   | YEARS   |         |         |         |         |
|---|---------|---------|---------|---------|---------|
|   | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| I. i) Gross Annual Turnover on construction works |         |         |         |         |         |
| ii) Profit/ Loss                                  |         |         |         |         |         |

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

III The following certificates are enclosed:

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

Signature of Applicant(s)

Signature of Chartered Accountant with Seal

**FORM - 'B'****DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH in which tender invited.**

| Sl.No | Name of work/project and location | Owner/Sponsoring Organization | Cost of work (in Crores) | Date of commencement as per Contract | Stipulated date of completion | Actual date of Completion | Litigation/Arbitration on pending/ in progress in details* | Name & address/telephone number of officer to whom reference may be made | Remarks |
|-------|-----------------------------------|-------------------------------|--------------------------|--------------------------------------|-------------------------------|---------------------------|--|--|---------|
| 1     | 2                                 | 3                             | 4                        | 5                                    | 6                             | 7                         | 8  | 9  | 10      |
|       |                                   |                               |                          |                                      |                               |                           |  |  |         |
|       |                                   |                               |                          |                                      |                               |                           |  |  |         |

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

Signature of Applicant(s)

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

1. Name of the firm/Contractor:
2. Name of work/ Project & Location:
3. Scope of work
4. Agreement No:
5. Estimated Cost:
6. Tendered Cost:
7. Date of Start:
8. Date of Completion
  - i) Stipulated date of completion
  - ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any
10. Amount of reduced rate items, if any
11. Performance Report
 

|                           |                                 |
|---------------------------|---------------------------------|
| (1) Quality of work       | Outstanding/Very Good/Good/Poor |
| (2) Financial Soundness   | Outstanding/Very Good/Good/Poor |
| (3) Technical Proficiency | Outstanding/Very Good/Good/Poor |
| (4) Resourcefulness       | Outstanding/Very Good/Good/Poor |
| (5) General behaviour     | Outstanding/Very Good/Good/Poor |

Date :

Executive Engineer or Equivalent  
Seal of the Issuing Official/Office

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

| S.NO | Design<br>action | Total<br>number | Number<br>available<br>for this<br>work | Name | Qualification | Professional<br>experience and<br>details of work<br>carried out | How these<br>would be<br>involved in<br>this<br>work | Remarks |
|------|------------------|-----------------|---|------|---------------|--|--|---------|
| 1    | 2                | 3               | 4                                       | 5    | 6             | 7  | 8  | 9       |
|      |                  |                 |   |      |               |  |  |         |

Signature of Applicant(s)

**STRUCTURE & ORGANISATION**

1. Name of Address of the applicant
2. Telephone No./Fax No.
3. Legal status of the applicant  
(Attach copies of original document defining the legal status)
  - a) An individual
  - b) A proprietary firm
  - c) A firm in partnership
  - d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested Photocopy)
 

|                                     |                  |
|-------------------------------------|------------------|
| Organization/ Place of registration | Registration No. |
|-------------------------------------|------------------|

The applicant should have a solvency of ₹ **1.80 Cr** certified by his Bankers.  
The solvency certificate should not be more than 6 months old.

5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so give name of the project and reasons for abandonment.
9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant(s)

**Site Visit Proforma**

| Name of Work | Place, Date & Time of<br>Site<br>Visit | Observations<br>(if any) |
|--------------|--|--------------------------|
|              |  |                          |

(For & On behalf of Bidder)

(Seal & Signature)

### POWER OF ATTORNEY" (POA)

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

**Ref.:**

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

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

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

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

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

**Signature:**

**Name:**

**Designation:**

**Place:**

**Date:**

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

**Signature of Executants/s:**

**Name:**

**Designation:**

**Seal of firm / Company**

Witness-1

Witness-2

Name: .....

Name: .....

Address:

Address: .....

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

## **Materials and makes**



## LIST OF PREFERRED MAKES FOR CIVIL WORKS

| S.No. | Material description  | Approved Manufacturer / BrandName  |
|-------|---|--|
| 1.    | TMT bars –Fe500D, Fe 550 and Fe550D grade (Ductile or Super Ductile will be preferred ) | SAIL, Rashtriya Ispat Nigam Ltd., TISCO, Jindal Panther, Shyam Steel   |
| 2.    | Cement (OPC/PPC) as per IS:8112 and IS:12269/IS:1489(Part-I &II)                        | Jaypee Cement, J.K. Cement, Shree Ultra Cement, Ultra Tech, A.C.C., Birla, Duragurd, Dalmia.                 |
| 3.    | Ceramic/glazed Tiles  | Kajaria, Johnson, Somany, orient of approved design, color and shade.  |
| 4.    | White Cement  | Birla White, J.K. White or equivalent.   |
| 5.    | Primers, paints (Low VOC) (i/c waterproofing cement paint) etc.                         | Nerolac, Asian, Burger, ICI<br>Exterior paint of Apex Ultima of Asian or Premier Exterior Emulsion of Dulux. |
| 6.    | Putty   | Birla, J.K. Putty or equivalent.   |
| 7.    | Wash Basin and WC PAN   | Parryware, Hindware, Johnson, Cera. (asper Cat No. mentioned in the BOQ items)                               |
| 8.    | Clear glass   | Modi Guard, Saint Gobain, AIS  |
| 9.    | G.I. pipes and accessories  | Tata, Jindal, Prakash Surya, APL Apollo,NVR GI pipe fittings.  |
| 10.   | Centrifugally Cast Iron Spun Pipes & fittings   | Neco, Electrosteel, SKF  |
| 11.   | DI Pipes & fittings   | Kesoram, Electrosteel  |
| 12.   | Brass / CP Brass fittings   | Parrywar, Hindware & Jaquar (as per CatNo. mentioned in the BOQ items)                                       |
| 13.   | Aluminium sections (Anodising by approvedanodizing firm)                                | Hindalco, Jindal, Indian Aluminium Co.   |
| 14.   | Water proofing compound   | WEBER, FOSROC, PIDILITE, CICO, dr fixit,BASF   |
| 15.   | Chemical admixtures and constructionchemicals   | FOSROC, PIDILITE, dr fixit, BASF   |
| 16.   | Stainless steel sink  | Neelkanth, Nirali, Jayna,  |
| 17.   | Particle board i/c laminated  | BHUTAN, ECO BOARD  |
| 18.   | Plastic W.C. seat cover   | Parryware, Hindware, Johnson (as per CatNo. mentioned in the BOQ items)                                      |
| 19.   | Stoneware pipes & gully traps   | Perfect, Taya  |
| 20.   | UPVC Window   | Fenesta, Ewin, Rehau   |
| 21.   | PVC tanks   | Sintex or As approved by Engineer-in-Charge.   |
| 22.   | Mirrors   | Saint Gobain & Modi Guard  |
| 23.   | CP waste & flush pipes  | As approved by Engineer-in-Charge.   |
| 24.   | PVC flushing cistern.   | Parryware, Hindware, Johnson. (as per CatNo. mentioned in the BOQ items)                                     |
| 25.   | Tile Fixer / Adhesive   | FOSROC, PIDILITE, dr fixit, BASF or As approved by Engineer-in-Charge.                                       |
| 26.   | Vitreous Floor Tiles  | Johnson, Kajaria, SOMANY, Orient Bell  |
| 27.   | Ply board / Block Board   | Green Ply, Kitply, Century   |
| 28.   | PPR pipes   | SFMC, HPMC, prime  |

## **LIST OF PREFERRED MAKES FOR ELECTRICAL WORKS**

| <b>S.No.</b> | <b>DESCRIPTION</b>                                    | <b>MANUFACTURER'S NAME</b>                             |
|--------------|---|--|
| 1.           | MCB / RCCB / RCBO / DB                                | ABB/LEGRAND (Lexic)/ Schneider/ Standard               |
| 2.           | Industrial outlet                                     | L&T (Hager)/ABB/LEGRAND (Lexic)/<br>Schneider/Standard |
| 3.           | MCCB (Thermo magnetic/Static)                         | ABB/L&T/Schnieder/Siemens/GE Power                     |
| 4.           | SWITCH FUSE UNIT WITH HRC FUSES                       | L & T / ABB/Schnieder/Siemens                          |
| 5.           | CONTRACTORS/ RELAYS                                   | L&T /SIEMENS/ABB/ Schneider                            |
| 6.           | Current Transformers                                  | Kappa/ Pragati/ AE / G&M                               |
| 7.           | Voltage Transformers                                  | Kappa/ AE / G&M  |
| 8.           | Ammeters/ Voltmeters and metering equipments          | L&T/SIEMENS/AE/Neptune                                 |
| 9.           | Selector Switches                                     | Kaycee/Salzar/L&T                                      |
| 10.          | LED lights  | L&T /Bajaj/Syska/Decon/HPL                             |
| 11.          | Change Over Switches                                  | GE/L&T/HH ELCON/ABB/HPL                                |
| 12.          | PVC insulated Copper conductor wires                  | FINOLEX/Polycab/Rallison/ Henlay/<br>Skytone/Havells   |
| 13.          | Telephone Wires and cables                            | FINOLEX/Polycab/Skytone/ Havells                       |
| 14.          | Telephone Coaxial cable                               | FINOLEX/Polycab/Boton/Skytone/ Havells                 |
| 15.          | Switches and Sockets outlets (Conventional pianotype) | ANCHOR/SSK/MK/North<br>West/Crabtree/Havells           |
| 16.          | Switchs and Sockets outlets (Modular type)            | ANCHOR/SSK/MK/North<br>West/Crabtree/Havells           |
| 17.          | PVC/XLPE INSULATED 11 KV/1.1 KV CABLES                | CCI/ FINOLEX/<br>POLYCAB/SKYTONE/HAVELLS/              |
| 18.          | CONTROL CABLES/ WIRES                                 | CCI/ FINOLEX/<br>POLYCAB/SKYTONE/HAVELLS/              |
| 19.          | LUGS  | DOWELLS/ 3D/C.C.I./ 3M                                 |
| 20.          | CABLE GLANDS  | SIEMENS/COMET/GRIPPWEL                                 |
| 21.          | PVC Conduits and accessories                          | AKG/BEC/CAP/SEIKO/POLY PACK                            |
| 22.          | Light fitting   | PHILIPS/BAJAJ/DECON                                    |
| 23.          | HPMV/HPSV/Halogen Lamp Fitting                        | PHILIPS/ BAJAJ/DECON                                   |
| 24.          | Ceiling Fans/Exhaust Fans/ Air Circulators            | CROMPTON/USHA/HAVELLS                                  |
| 25.          | LT Panel/ Meter Board                                 | Adlec/Tricolite/ Advance/NSG Power<br>Project/KRYPTON  |
| 26.          | Transformer (Dry Type)                                | Kirlosker/Voltamp/Crompton Greaves/<br>Universal/Recon |
| 27.          | HT Panel  | ABB/Siemens/Crompton Greaves/ Schenider                |
| 28.          | D.G. Set  | Cummins Jakson/Kirloskar electric/ Mahindra            |
| 29.          | Any Other Items                                       | On approval of Engineer-in- charge                     |

## **LIST OF PREFERRED MAKES FOR FIRE FIGHTING WORKS**

| SL. NO. | MATERIAL DESCRIPTION   | NAME OF MANUFACTURER              |
|---------|--|-----------------------------------|
| 1       | G.I./ M.S Forged Steel fittings IS:1239 (Part-II)  | VS / DRP / True Forge / Simless   |
| 2       | MS Pipe  | Jindal, Hissar/Appolo API/TATA    |
| 3       | Gunmetal Valve (Full way valve)  |                                   |
| 4       | (a) Class-I  | AUDCO                             |
| 5       | (b) Class-II   | AUDCO                             |
| 6       | Ball valve   | AUDCO/AIP/ZOLOT                   |
| 7       | Butterfly Valve  | AUDCO/AIP/ZOLOT                   |
| 8       | Air Release Valve  | TBS/TIEMME/LEHRY                  |
| 9       | Float valve (gunmetal) upto 40mm   | Leader / Sant / Lehry             |
| 10      | Float valve (C.I) 50mm and above   | Leader / Sant / Lehry             |
| 11      | Fire Extinguishers   | Super Guard/Omex/Flame Guard/Agni |
| 12      | Fire fighting first-aid hose reel  | Omex/Flame Guard/Agni             |
| 13      | Hose Reel  | Omex/Flame Guard/Agni             |
| 14      | Rubber Tubing  | Omex/Flame Guard/Agni             |
| 15      | Thermo Plastic Hose Reels  | Omex/Flame Guard/Agni             |
| 16      | R.R.L. Hose  | Omex/Flame Guard/Agni             |
| 17      | Fire Fighting Equipment not covered else where   | Omex/Flame Guard/Agni             |
| 18      | Landing Valves   | Omex/Flame Guard/Agni             |
| 19      | Welding rods   | Adore/Ishab                       |
| 20      | Flow Switch  | System Sensor/Grinnel             |
| 21      | Motor Control Panel  | Application/Adlec/Tricolite       |
| 22      | Fire Fighting Pumps  | Kirloskar/Aip/Grundfoss           |
| 23      | Motor for Fire Pumps   | ABB/Siemens                       |
| 24      | Sprinklers/Escutcheon plate/Flexible Pipes   | Tyco/HD/Viking/Omex               |
| 25      | Deluge Valve/Water Curtain nozzles   | Tyco/HD/Viking                    |
| 26      | Cables/Wires   | Finolax/Polycab                   |
| 27      | Cable Glands   | Dowells/Gripwell/HMI              |
| 28      | Dash fasteners   | Hilti/Fischer                     |
| 29      | Clamps   | Chilly/Lovely                     |
| 30      | Y Strainers  | WJ/Strainwell/Aip                 |
| 31      | Foot Valve   | Kirloskar/LEADER                  |
| 32      | DI Fittings  | 4D/Tough Casting                  |
| NOTES : |  |                                   |
| 1.      | Contractor has to take approval from the Institute (IIIT-G) for using any one of the above Approval Marks as mentioned above.  |                                   |
| 2.      | In case, any other item/ material required to complete the work for which makes are not Specified above, the Contractor shall take prior approval of the Institute (IIIT-G). |                                   |

# INTEGRITY PACT

To,

All the Participating bidders,

Sub: NIT No. IIITG/Works/33.1/2022\_23/02 Date:17.08.2022 for Construction of a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup(R) District, Guwahati.

It is here by declared that IIIT Guwahati is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIIT Guwahati.

Associate Dean (Administration)  
IIIT Guwahati, Guwahati-781015

# INTEGRITY PACT

To,

Associate Dean (Administration), IIIT Guwahati

.....

.....

Sub: Submission of Tender for the work Construction of a Student's Activity Centre at IIIT Guwahati permanent campus Bongora, under Kamrup(R) District, Guwahati.

**NIT No:** IIITG/Works/33.1/2022\_23/02 Date:17.08.2022

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

[NIT No: IIITG/Works/33.1/2022\_23/02 Date:17.08.2022]

Seal & Signature of the Tenderer

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

**INTEGRITY AGREEMENT  
(To be signed with the successful bidder)**

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

BETWEEN

IIIT Guwahati,

.....

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....)  
(hereinafter referred to as "Tender/Bid")

and intends to award, under laid down organizational procedure, contract for .....  
(Name of work)

hereinafter referred to as the "Contract".

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

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

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

## **Article 1: Commitment of the Principal/Owner**

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose

names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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



#### **Article 4: Previous Transgression**

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

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

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

#### **Article 6- Duration of the Pact**

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

#### **Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of Principal/Owner)

WITNESSES:

1 .....  
(signature, name and address)

2 .....  
(signature, name and address)

Place:

Dated :