

REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR
SELECTION OF EXECUTING AGENCY FOR CONSTRUCTION OF BOUNDARY
WALL ENTRANCE GATE AND WATCH TOWER
AT
NATIONAL INSTITUTE OF DESIGN, ASSAM

visit: www.nidj.ac.in

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Disclaimer

The information contained in this proposal (*RFP*) document provided to the bidder, by or on behalf of National Institute of Design, Assam, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. Each bidder should contact its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources. National Institute of Design, Assam make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Definitions:

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- i. Works : The works means construction of Boundary Wall, Entrance Gate and Watch Tower at NID, Assam.
- ii. Contract” means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (*between the NID, Assam and the Executing Agency*).
- iii. Employer/ Client means National Institute of Design, Assam.
- iv. Approval' means approval in writing by the designated officer of the Employer.
- v. 'Executing Agency' means the Government Agency Selected for executing the work.
- vi. Service Charge' shall mean the agreed fees payable by NID, Assam to the Executing Agency for the services rendered by it
- vii. 'Contractor' means the contractor (s) or suppliers or agencies employed by the Executing Agency for the work.
- viii. "Completion" means when works are complete in all respects along with associated services i.e., ready to occupy and are actually handed over to the Employer.
- ix. "CTE" means Chief Technical Examiner.
- x. CVC" means Central Vigilance Commission, Government of India.
- xi. "CAG" means Controller Auditor General, Government of India.

CHECK LIST

Check List of items pertaining to Technical Proposal to be submitted by the bidder on or before the last Date & Time of Bid Submission	
Document No.	Items
1	Letter of proposal by Bidder in the prescribed format as per <i>(To be submitted)</i> Appendix-“A”
2	Details of Technical Eligibility to be submitted by the Tenderer <i>(To be submitted)</i> Appendix-“C1”
3	Details of work executed in North- East India to be submitted by the Tenderer <i>(To be submitted)</i> Appendix-“C2”
4	Description of each Agreement executed by Bidder to illustrate Technical Eligibility <i>[Duly signed by the Client]</i> <i>(To be submitted)</i> Appendix-“C3”
5	Detail of Contractual Payment received from services by the tenderer to assess the Financial Eligibility <i>(To be submitted)</i> Appendix-“D”
6	Bankers' Certificate from a Scheduled Bank <i>(To be submitted)</i> Appendix-“E”
7	Detail / Structure of the Executing Agency <i>(To be submitted)</i> Appendix-“F”
8	Details of Technical and Administrative Personnel available with the Executing Agency <i>(To be submitted)</i> Appendix-“G”
9	Details of Resources available with the Executing Agency <i>(To be submitted)</i> Appendix-“H”
10	Undertaking for Integrity Pact Appendix-“J”
11	Affidavit By The Bidder <i>(To be submitted)</i> Appendix-“K”
12	Bid Security Declaration form Appendix-“M”
13	In case of Company – Submit following DOCUMENT: (i) MOA & AOA of the Company (ii) Registration Certificate of Company (iii) Power of Attorney duly registered & notarized by Company <i>(backed by resolution of Board of Directors)</i> in favour of individual, signing the tender on behalf of Company

Check List of items pertaining to Technical Proposal to be submitted on or before the last Date & Time of Bid Submission	
14	Goods Service Tax Registration Number and PAN/TAN Card (<i>To be submitted</i>)
15	Financial Bid to be filled and submitted

Data Sheet

S.No.	Item	Description
1	Name of Work	RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary Wall), Entrance Gate and Water towers at NID, Assam
2	Tentative Estimated Cost of Project (<i>Cost of construction of project for which service is sought</i>)	Rs. 2.55 Crore (<i>Project cost is indicative that may increase or decrease, and actual Service charge of Executing agency would be based on final cost of completed project</i>)
3	Type of Tender	Open Tender (<i>Two bid System</i>)
4	Type of Contract	Deposit Work Contract
5	Last Date of Receipt of Pre-Bid Query	Date: 01.09.2021
6	Date of Pre-Bid Meeting	Date: 03.09.2021 Time: 11:00 AM
7	Last date and time of Submission of proposal	Up to 15:00 hours on 08.09.2021
8	Opening of Technical proposal	08.09.2021 At 15:30 hrs
9	Date of opening of Financial proposals	To be communicated later to only those bidders Whose technical proposals are found technically qualified after evaluation of the technical bid.
10	Duration of Services:	<p>Executing Agency (EA) Services will be for a period of 6 months; however, EA will be co-terminus with the project and if Contractor's time period is extended for whatsoever reasons, EA Services also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of the Contract.</p> <p>Thus, the EA would be required till completion and handing over of the project to NID, Assam, including defect liability period of the Contract.</p>
11	Earnest Money Deposit	<i>Bid Security Declaration form to be submitted in lieu of EMD as per Annexure M</i>
13	Validity of proposal/Bid	120 days from the date of opening of bids.
14	Evaluation of the Proposals and Scoring Criteria	Refer Section-4

16	Correspondence concerning this RFP to be made	National Institute of Design, Assam tenders@nidj.ac.in info@nidj.ac.in
17	Address where Bidders must submit Tender Documents in a sealed envelope and where Prebid meeting will be held	National Institute of Design, Assam Village- Tocklai, Post Office Rajabari, Jorhat- Mariani Road, Jorhat Assam. Pin- 785 014

SECTION-1

**NOTICE INVITING REQUEST FOR
PROPOSAL**

SECTION – 1

NOTICE INVITING REQUEST FOR PROPOSAL

1. The Director for and on behalf of National Institute of Design, Assam invites Request for Proposal (*through open Tender*) in two bid system on prescribed forms from Public Works Organization (PWO), , others Central Government organizations authorized to carry out civil or electrical works, Public Sector Undertakings involved in construction activities, etc. or Ministry/ Department's construction wings meeting qualifying requirements and having requisite experience and financial capacity for the following work

NIT No.	NIDJ/2021-22/Estate/Boundary-Wall/2135
Name of the work	RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary Wall), Entrance Gate and Water towers at NID, Assam
Type of Tender	Open Tender (<i>Two Bid system</i>)
Type of Contract	Deposit Work Contract
Client/Owner	National Institute of Design, Assam (Autonomous body under DPIIT)
Issuance of Tender Document	Can be downloaded from the Website www.nidj.ac.in or CPP Portal
Tentative Estimated cost of Project	Rs. 2.55 Crore (<i>Project cost is indicative that may increase or decrease and actual fee would be based on final cost of completed project</i>).
Earnest Money Deposit	<i>Bid Security Declaration form to be submitted in lieu of EMD as per Annexure M</i>
Defect Liability Period of EXECUTING AGENCY Contract	06 (<i>Six</i>) months from the date of issue of work completion certificate
Validity of offer	120 days from the date of opening of the bid

NIT No.	NIDJ/2021-22/Estate/Boundary-Wall/2135
Performance Guarantee	3% of the Awarded Contract Value
Date & Time Schedule:	
Date of document Download	From Date 19.08.2021
Pre-Bid meeting with the prospective bidders	03.09.2021 at 11:00 hrs.
Date & Time of Submission of Tender	On or before 08.09.2021 and time upto 15:00 hrs
Date & Time of Opening of Technical Bid	On date 08.09.2021 and time 15:30 hrs
Date & Time of opening of Financial Bid	To be communicated later to only those bidders who are found technically qualified after closure of Technical Evaluation & Selection procedure as defined in Section-4 of the RFP document.

2. Eligibility criteria of tenderer shall be assessed as per Section-2, Instruction to Bidders & Eligibility Criteria.
3. The RFP can be downloaded from the website www.nidj.ac.in. Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be summarily **rejected**.
4. The intending tenderer(s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if considers eligible and in possession of all the DOCUMENT required.
5. Information and Instructions for tenderers posted on website www.nidj.ac.in shall form part of RFP document.
6. The RFP shall be also uploaded on Central Procurement Portal .

7. NID, Assam may issue addendum(s)/corrigendum(s) to the RFP. In such case, the **addendum(s)/corrigendum(s)** shall be issued and placed **only on** www.nidj.ac.in, at least 7 (seven) days in advance of last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them and thereafter is/are submitted accordingly.
8. The tender DOCUMENT should be submitted through offline mode only.
9. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and **not to stipulate any deviations**, else, the offer may be liable to be rejected.
10. Notwithstanding anything stated above, NID, Assam reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NID, Assam.
11. The bidder(s) if required, may submit questions through e-mail at tenders@nidj.ac.in/info@nidj.ac.in to seek clarifications (*on or before the date of pre-bid meeting*).
12. Technical proposal shall be opened at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the opening of technical bid.

Address of Office of the Chief Administrative officer is as below:-

Chief Administrative officer

**Village- Tocklai, Post Office Rajabari,
Jorhat- Mariani Road, Jorhat Assam. Pin- 785 014**

13. Financial bid of only technically qualified tenderers will be opened at a later stage. The date & time of opening of financial bid will be communicated later to tenderers after closure of technical selection procedure only.
14. NID, Assam reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. NID, Assam's assessment of suitability as per eligibility criteria shall be final and binding upon the tenderers. NID, Assam also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

15. Bidder(s) may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of NID, Assam in this regard shall be final and binding.
16. *JV or Consortium of any kind will not be permitted for this tender.*

We look forward for your active participation.

For & on behalf of NID, Assam

CHIEF ADMINISTRATIVE OFFICER

SECTION-2
INSTRUCTIONS TO THE BIDDERS (ITB) &
ELIGIBILITY CRITERIA

SECTION – 2

Instructions to the Bidders (ITB) & Eligibility Criteria

1) Introduction

1.1) General:

The National Institute of Design (NID), Assam is an autonomous Institution of National Importance under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India established at Jorhat through the NID (Amendment) Act, 2019 passed by the Parliament of India. It is an Institution established to provide Design Education and has the mandate to award the Bachelor's degree in Design (B. Des.). The Institute commenced its academic session from 29th July 2019. NID Assam's presence in Jorhat gives a great opportunity to young creative talent and design aspirants from North East India and across the country.

1.2) Project Concept:

Through this Contract , NID, Assam plans to Raise the Height of Existing boundary wall of the campus , construct Entrance Gate and Watch Towers.

1.3) Objectives

- (a) NID, Assam intend to avail the service support from the Public Works Organization, other Central Government organizations authorized to carry out civil or electrical works, Public Sector Undertakings involved in construction activities, etc. or Ministry/ Department's construction wing to work as Executing Agency on its behalf as Deposit work.
- (b) The broad objectives of engaging the Executing Agency is to ensure.
 - i) High standards of planning, designing, execution and commissioning of the projects as per the requirements
 - ii) High standards of quality assurance in the execution of the works;
 - iii) The completion of the works within the stipulated time frame;
 - iv) The comprehensive supervision of Project implementation activities including, designing, construction and handing over the project to NID, Assam and its maintenance till defect liability period to be carried out by different contractors;
 - v) The efficient construction supervision by personnel who are experienced in modern methods of construction, supervision and contract management; and
 - vi) The application of reasonable and consistent design, construction and contractual resolutions of the contracts.

vii) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of NID, Assam

2) Invitation to submit proposal:

National Institute of Design, Assam invites Tender from Public Works Organization (PWO) , other Central Government organizations authorized to carry out civil or electrical, Public Sector Undertakings involved in construction activities, etc. or Ministry/ Department's construction wings for acting as Executing Agency for Construction of Boundary Wall (Height Extension), Entrance Gate and Watch Towers

3) Minimum Initial Eligibility Criteria:

- (i) The organization should have experience as Executing Agency/ Implementation Agency of executing of deposit construction works for a period of minimum 07 (seven) years ending last day of preceding month of the date of this RFP.
- (ii) The applicant should have documentary proof of having successfully completed works of similar nature during last **seven years** ending previous day of last date of submission of bid in Govt./State Govt./Central /Central Govt. autonomous bodies/Central Public Sector undertaking/ State Public sector undertaking of following amount :-

One similar work costing not less than the amount equal to 80% of the estimated cost of the tender.

Or

Two similar works each costing not less than the amount equal to 60% of the estimated cost of the tender.

Or

Three similar works each costing not less than the amount equal to 40% of the estimated cost of the tender.

- a) The contract should have been completed or substantially completed within this period **irrespective of date of start.**
- b) A **substantially completed** contract means a contract, in which, at **least eighty percent (80%)** cost of the contract value of work has been of the completed.
- c) The contract shall be treated as completed as, on the date of commissioning of the project (*excluding defect liability/maintenance period*) or completion of the services as certified by the Employer/Client.
- d) The tenderer shall submit the completion certificate/ substantially completion certificate from the client(s) for the eligible assignment as per formats in **Appendix-C1 & C3** of **Section-6** as part of its technical offer for demonstrating its technical capacity and claiming technical score. All document either original or photocopy **should be attested by Notary**
- e) The tenderer shall submit its work experience in the form of eligible assignment in the formats specified at **Appendix-C1 & C3** of **Section-6** as part of its technical offer for demonstrating its technical capacity and claiming technical score.
- f) The tenderer should not have been blacklisted by any State/ Central Government Department/Autonomous Bodies / PSU. An affidavit on a non-judicial stamp paper of value

Rs. 100/- is to be furnished certifying the same.

g) Meaning of Similar Works:

For the purpose of determining the conditions of Eligibility and for evaluating the Technical offers under this tender, completed/substantially completed contracts of Implementation Agency Services/ Executive agency services (*services actually provided under the contract*) must include work of **“Construction of Institutional or Residential Buildings preferably consisting of Boundary wall , Entrance Gate and internal & external electrical works, interior works etc.”**

(ii) Financial capability:

- a) The tenderer, shall have during the last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*) received minimum total contractual payment **from** Executing agency/Implementation agency charges equivalent to 25 **LAKHS** for the works executed for Central & State Govt., Public Sector Undertaking (*PSU*) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.
 - b) The tenderer shall enclose with its tender, detail of Contractual payment received (*as per the format specified at Appendix-D of Section-6*) duly signed by the tenderer and **statutory auditors duly notarized**, stating the fee received in last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*).
 - c) The tenderer shall submit TDS certificates/Form-26AS/Form-16A and Audited balance sheets/P&L Account clearly indicating the Service charge/ Fee received for services provided to Central & State Govt., Public Sector Undertaking (*PSU*) of Central & State Govt., Authority/Corporation. All document either original or photostat should be **attested by Notary**.
 - d) Applicant should have valid GST Registration No.
 - e) Applicant should submit copy of Permanent Account Number (*PAN*) in the name of the Firm.
- (iii) Conflict of interest: A tenderer shall not have a conflict of interest as per the conditions specified in the tender.

Only those Applicants who meet all of the minimum eligibility criteria specified above shall qualify for further evaluation and who does not meet all the above minimum eligibility criteria will **stand disqualified**.

4) Constitution of the Firm:

- (i) The tenderer shall give full details of the constitution of the Firm / Company and **shall also submit following DOCUMENT (*as applicable*), in addition to DOCUMENT mentioned above:**
 - (a) **Sole Proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit in support of Proprietorship.
 - (b) **Companies registered under Companies Act-1956:** The tenderer shall submit (i) the copies of Memorandum of Association (*MOA*) and Articles of Association (*AOA*) of the company; and (ii) Power of attorney (*duly registered / notarized*) by the company (*backed by the resolution of Board of Directors*) in favor of the individual, signing the tender on

behalf of company.

- (ii) If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm/ Registered Company etc. but above-mentioned DOCUMENT (*as applicable*) are not enclosed along with tender, the tender **is liable to be rejected**.

After opening of the tender, any document pertaining to the constitution of the Firm etc. shall not be entertained / considered NID, Assam, however, NID, Assam reserves the right to ask any clarification in regard to the same.

5) General Instructions:

- (i) For the purpose of this RFP document, a Business Entity shall mean a sole Proprietorship Firm/ a company registered in India under the Companies Act 1956.
- (ii) **JV / Consortia shall not be eligible.**
- (iii) **Experience of a bidder as a member of consortia, for any project/work shall not be considered.**
- (iv) NID, Assam intends to appoint a single entity for the work. The estimated cost of the work, for which, services of Executing Agency is required, is expected to be around Rs **2.55 Cr.**
- NID, Assam shall also have the discretion to increase or decrease the scope of services under the assignment.
- (v) NID, Assam intends to adopt a single stage (*two-packet system*) bidding process for selection of Executing Agency for the assignment. Terms of References and Scope of Service is set out in **Section-4.**
- (vi) The Proposals received from eligible Executing Agency shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment **shall be disqualified**. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- (vii) The Successful Bidder is required to enter into a MOU as per **Appendix C** with NID, Assam. The fees shall be paid to the Successful Bidder by NID, Assam as per the payment schedule as set out in this RFP document.
- (viii) The Proposal shall remain valid for a period not less than 120 days from the last date of opening of bid. NID, Assam reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

6) BID Security Declaration form :

Bid Security Declaration form as per Appendix M to be submitted.

7) Conflict of Interest:

NID, Assam policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the NID, Assam's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other NID's, or that may place them in a position of not being able to carry out the assignment in the best interest of NID, Assam. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and **shall not be engaged under any of the circumstances set forth below:** -

- (i) If an Agency combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If an Agency is associated with or affiliated to a contractor or manufacturer; or
- (iii) If an Agency is associated with or affiliated to or combines the function of consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design for the projects(s) under assignment.
- (iv) If an Agency is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the Executing Agency should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the Agency will limit its role to that of a Executing Agency and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by NID, Assam in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the Agency selected to undertake this assignment will contain an appropriate provision to such effect; or
- (v) If there is a conflict among assignments, the Executing agency (*including its personnel*) and any subsidiaries or entities controlled by such Executing agency shall not be engaged for the relevant assignment.

8) Fraud and Corruption:

NID, Assam requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, NID, Assam :

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
 - (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the Executing Agency selection process or in contract execution;
 - (b) "Fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) "Collusive practices" means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a Executing Agency selection process or the execution of a contract;
 - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons

or their property to influence their participation in a Executing Agency selection process, or affect the execution of a contract; and

- (ii) NID, Assam will reject a proposal for award if it determines that the Agency recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) NID, Assam will have the right to require that, in Executing Agency selection documentation and in contracts financed by the NID, Assam, a provision be included requiring bidders to permit the NID, Assam or its representative to inspect their accounts and records and other DOCUMENT relating to Executing Agency selection.

9) Performance Bank Guarantee (P.B.G.):

The procedure for obtaining Performance Guarantee is outlined below:

The successful bidder shall have to submit a Performance bank Guarantee (*PBG*) within 10 (*ten*) days from the date of issue of Letter of Acceptance (LOA) issued by NID, Assam. On Submission of PBG, Letter of commencement shall be issued, and MOU shall be signed. In case the successful bidder fails to submit the requisite PBG, the ***contract shall be terminated duly forfeiting any dues***, if any payable against that contract. The failed Executing Agency shall be debarred from participating in re-tender for that work.

- (a) The successful bidder shall submit the Performance Guarantee in the following form amounting to 3% of the contract value: -
 - (i) Irrevocable Bank Guarantee
 - (b) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the MOU as per **Appendix B**. Performance bank Guarantee (PBG) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the time limit for completion of work gets extended, the Executing Agency shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
 - (c) The performance Guarantee (PBG) shall be released after the physical completion of the work based on the ‘completion certificate’ issued by the competent authority stating that the agency has completed the work in all respects satisfactorily.
 - (d) The PBG shall be liable to be forfeited by the NID, Assam in case of any breach of any term and conditions of this contract by the EA.
 - (e) The Employer shall not make a claim under the Performance Guarantee except for amounts to which, NID, Assam is entitled under the contract (*notwithstanding and/or without prejudice to any other provisions in the contract agreement*) in the event of:
 - (i) Failure by the Agency to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Agency to pay NID, Assam any amount due, either as agreed by the Agency or determined under any of the Clauses/conditions of the MOU as per **Appendix B**.
 - (iii) The contract being determined or rescinded, the Performance Guarantee shall be forfeited in

full and shall be absolutely at the disposal of NID, Assam.

10) Execution of MOU

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief Administrative Officer, NID, Assam**, Rajabari, Tocklai Village, Jorhat, Assam, India or if a firm or corporation, a duly authorized representative shall so appear and execute MOU as per **Appendix B**, 10 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case, the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the MOU as per Appendix C as here in before provided, NID, Assam may determine that such tenderer has abandoned the contract and there upon, his tender and acceptance thereof shall be treated as cancelled.

11) Right of Rejection:

NID, Assam reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, NID, Assam reserves the right to accept or reject any proposal submitted by the Agencies, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Agency or any obligation to inform the affected Agency the grounds for NID, Assam's action.

12) Disqualification:

NID, Assam may disqualify bids on account of but not limited to the **following reasons:**

- (i) If received after the last date and time.
- (ii) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the service charges
- (iii) If the participant attempts to influence any member of the selection board.
- (iv) Conditional bids.
- (v) If the bidder provides any misleading information or conceals any information.
- (vi) If the bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GOI), State/ Central Government, or any other of their agencies.
- (vii) If the Information provided is incomplete.
- (viii) Non fulfillment of any of the eligibility criteria.

The decision of NID, Assam in the matter of disqualification shall be final and bidding and no further correspondence shall be entertained from any disqualified bidder thereafter.

13) Termination of Bid:

- (i) Against all expectations entertained by NID, Assam , if none of the participating firms could be declared by NID, Assam as the winner of the bid, the bidding will be regarded as terminated.
- (ii) NID, Assam reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

14) Settlement of Disputes:

The decision of NID, Assam shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before Director, NID, Assam , within 3 working days of the announcement of the successful bidder. Director, NID, Assam will decide upon the issue raised by said aggrieved party and will give it finding in writing within 15 days of receipt of said representation. The findings of Director, NID, Assam will be final and binding upon the aggrieved party.

15) Additional Information:

NID, Assam reserves the right to:

- (i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of NID, Assam. In such an event, bidders shall not be entitled to any compensation in any form, whatsoever.
- (ii) Reject or accept proposals; and
- (iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision.
- (iv) The RFP and supporting documents shall be signed by the authorized person (s) of the Bidder. All pages of the documents shall be stamped & signed by the applicant. The RFP shall contain the name, address and place of business of tenderer and shall be signed by the tenderer with his usual signature.
- (v) Duration of the Contract

The Contract Agreement shall be valid till completion and handing over of the projects including defect liability period which will be 6 months from the date of issue of work completion certificate. This will include rectifications of defects, handing over of completed works to concerned institutions and resolutions of dispute, if any.” No extra charge will be paid to Executing Agency in case of extension of duration of project provided the scope of work has not changed.

SECTION-3
PREPARATION & SUBMISSION OF PROPOSAL

SECTION – 3

Preparation & Submission of Proposal

1) Preparation & Submission of Tender:

- (i) The Bidder must read all the instructions in the RFP DOCUMENT and submit the tender accordingly.
- (ii) The Bidder shall bear all the costs associated with the preparation and submission of its Proposal/Bid, and NID Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- (iii) The bidders are advised not to make any corrections, additions, alterations in the downloaded RFP document. In case, any corrections, additions, alteration are made in the downloaded bid documents; such bid shall summarily be rejected.
- (iv) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Signatory. In case the authorized signatory, holding Power of Attorney and Signatory are not the same, the ***bid shall be considered non-responsive***. Copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.
- (v) The Bidder shall prepare and submit hard copy of the bid/Proposal, clearly marking “**RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary Wall), Entrance Gate and Watch Towers at NID, Assam**” on the top of the cover by Post/Courier/by hand so as to reach this office on or before the last date. Technical and Financial bids should be placed in separate envelopes superscribed as Technical Bid and Financial Bid respectively.
- (vi) The RFP document and supporting documents shall be signed by the authorized person (s) of the Firm. All pages of the documents shall be stamped & signed by the applicant. The tender shall contain the name, address and place of business of tenderer and shall be signed by the tenderer with his usual signature.
- (vii) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids.
- (viii) The Tender shall be submitted only as per the enclosed formats, Self-attested documentary proof(s) as sought in various annexures, in respect of the details furnished in the RFP form shall be submitted along with the RFP Document.

Mode of Submission of Sealed Bids:

- (i) Only Offline mode of Bid submission will be followed for this bid. Bids submitted after prescribed date and time shall not be accepted.
- (ii) The RFP Document shall be submitted in two parts (Part - A and Part -B) as under enclosed & sealed in single envelope.

Part - A:

Envelope-I: Technical Part: Complete Signed Tender Documents, Relevant documents pertaining to Technical Part, with necessary Annexure.

Part B:

Envelope II: Financial Bid: Containing the financial bid as per Annexure L. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender

- (iii) All the envelopes (I & II) shall be sealed separately and shall bear markings indicating the part of the bid superscribed with-

Part A- Envelope -I- Technical Bid- RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam

Part B-Envelope - II- Financial Bid- RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam

- (iv) These two envelopes in turn shall be enclosed and sealed in an outer envelope marked "RFP for Selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary Wall), Entrance Gate and Watch Towers at NID, Assam" with RFP Notice No. and date. Financial bid of only technically qualified bidders fulfilling the criteria laid down in this RFP shall be opened subsequently.
- (v) If the envelopes are not sealed and marked, such Proposals/Bids shall not be opened.
- (vi) The envelopes shall be addressed to NID Assam at the address given below:

**Chief Administrative Officer, NID Assam
Vill- Tocklai, P.O- Rajabari
Jorhat, Assam- 785014**

2) Clarification/ Query regarding RFP/Bid Document:

- (i) Bidders may request for a clarification on any Clause(s) of the RFP Document on or before the date **01.09.2021**. Any request for clarification must be sent by standard electronic means to NID, ASSAM at **tenders@nidj.ac.in**. Name of the tenderer with details of the Tender should be mentioned with the clarification sought without which no response shall be provided to that query. NID, ASSAM will respond by standard electronic means (*including an explanation of the query*) to all Bidders. If NID, ASSAM deem it necessary to amend the RFP Document as a result of clarification or any other reason, it shall do so.
- (ii) At any time before the submission of tender, NID, ASSAM may modify/amend the RFP document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.
- (iii) Any Corrigendum/Addendum thus issued shall form part of RFP document and shall be posted only on website and the Bidders are thus advised to keep checking for any updated related to tender on www.nidj.ac.in. To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NID, ASSAM may at its discretion, extend the deadline for the submission/opening of the tender.
- (iv) A Pre-Bid meeting with the prospective Bidders will be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through website only.

3) Opening and Evaluation of Bids:

- (i) Opening of Bids will be done offline.
- (ii) Tender will be opened at the scheduled date & time as mentioned in the NIT, in the office of **Chief Administrative officer, NID, Assam, Tocklai Village, Rajabari, Jorhat, Assam - 785014** in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (iii) **The TECHNICAL BID** will be opened offline and read out in the presence of such tenderer(s) as is/are present. In case, the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on **www.nidj.ac.in/tender**
- (iv) After the opening of “TECHNICAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If, found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (v) The **FINANCIAL BID** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened. **The time of opening, date and venue shall be informed to qualified tenderers** well in advance to enable them to depute their representative.

2) Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive.
- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. **Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.**
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to NID, ASSAM immediately after the award of contract, without which no payment shall be released to the Executing Agency. The Executing Agency shall be responsible for deposition of applicable GST to the concerned authority.

3) Taxes, Duties etc.:

- (i) GSTIN of NID, ASSAM will be provided to the Executing Agency along with the letter of acceptance (LOA).
- (ii) Payment to the Executing Agency will be subjected to TDS as per rules in force from time to time. The tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Executing Agency by the NID, ASSAM.
- (iii) Executing Agency shall submit GST compliant tax invoice containing (GSTIN of NID, ASSAM) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Executing Agency only after submission of GST compliant tax invoice.
- (iv) No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (if any) in rate of taxes/duties/levies etc. in his price bid.

4) Other Instructions:

- (i) The Executing Agency must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document. The proposal and related correspondence and DOCUMENT shall be written in English language.
- (ii) The Executing Agency are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk,

responsibilities and cost. Executing Agency are advised to visit site at their own cost and familiarize themselves with the site.

- (iii) All the persons working for the Executing Agency are also supposed to follow the highest level of work ethics. If any such person indulges in corrupt and fraudulent practices, the Executing Agency is liable to be disqualified.
- (iv) The Executing Agency is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the Executing Agency shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other assignment, the Executing Agency shall immediately provide a substitute of equivalent caliber. Executing Agency shall not make any changes in the personnel deployed by him without prior permission of client.
- (v) Executing Agency are advised to understand carefully entire scope of work and allied activities involved in the execution of the project.
- (vi) NID, ASSAM reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- (vii) For the items included in “Scope of Work” for Executing Agency the elaboration / description of work will not be ground for claiming additional fee or remuneration.
- (viii) The proposal on submission by the Executing Agency shall become the property of the NID, ASSAM.

SECTION-4

EVALUATION AND SELECTION CRITERIA

SECTION –4

EVALUATION AND SELECTION CRITERIA

1) General:

The Executing Agency will be selected based on the total of weighted marks of technical bid & financial bid. There will be a marking system in financial & technical bid having **30% and 70% weightage** respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

2) Selection Criteria:

- (i) Rather than automatically accepting the lowest price, the tender evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
- (ii) To assess tenders, a system of criteria intended to encapsulate the competence of the tendering organization to undertake the project is used to rate the firm's bid.
- (iii) All relevant information requested in the RFP DOCUMENT and provided with the RFP is used in the RFP evaluation.
- (iv) Selection criteria are intended to assess the competence of the tendering organizations to achieve the required project outcome and are used to rate each of the tenders.

3) Criteria for Evaluation:

(i) Evaluation of Technical Offers:

- (a) Only those Tenderers whose tenders are found responsive and who meet the eligibility criteria specified in Clause-3 of Section-2 shall qualify for evaluation under this section. Tenders not meeting with the requirements at any stage as specified above shall be rejected. Tenderers will be evaluated on the basis of Tenderer's relevant experience. Only those Tenderers whose Technical Offer score **60 (sixty) marks or more** out of 100 (*Hundred*) marks shall qualify for further consideration and to opening of financial bid and selection. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and Financial Bids of such failed bidders will not be opened.

- (b) The scoring criteria to be used for evaluation of technical offer shall be as follows:

Item Code	Parameter	Maximum marks	Criteria
1.	Firm's Relevant Experience	70	For completed / substantially completed Eligible Assignments as defined in Clause-3 of Section-2, marks will be allotted as per the following: 1) For one substantially completed Eligible Assignment:30 marks 2) For one completed Eligible Assignment: 36 marks 3) For two substantially completed Eligible Assignments: 40 marks 4) For more than two substantially completed Eligible Assignments: 50 marks

			5) For one completed and one substantially completed Eligible Assignment: 50 marks. 6) For one completed and two or more substantially completed Eligible Assignments: 55 marks 7) For two completed Eligible Assignments: 60 marks 8) For two completed and one substantially completed Eligible Assignment: 65 marks. 9) For two or more completed and two or more substantially completed Eligible Assignments: 70 marks Note- The meaning of substantially completed assignment is defined in Clause-3 (i i) (c) of Section-2.
2.	Project Completed in North-East India	10	1) For one completed Project: 05 marks 2) For more than one completed Project: 10 marks
3	Performance on works (time over run)	20	
		If TOR = (i) Without Levy of Compensation (ii) With Levy of Compensation (iii) Levy of Compensation not decided	Score (Maximum Marks 20) >=1.00 2.00 3.00 >3.50 20 15 10 10 20 5 0 -5 20 10 0 0
TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.			

- (c) NID, ASSAM will notify the Executing Agency who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids.

(ii) Financial Bid Opening and Bids Evaluation:

- (a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- (b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

- (c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

4) Award of contract:

(i) Selection of Bidder for Award of Work:

The final selection of the tenderer for the award of work will be based on the scores secured by it in the Evaluation of Technical Bid and the price quoted by it in the financial bid as detailed below:

- (a) **70% weightage** will be considered for Technical Score (TS) obtained in the Evaluation of Technical Bid
- (b) **30% weightage** will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial score (FS).

Financial score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$ where FS is the financial score of an applicant. FL is the lowest financial proposal among all and F is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of Composite score (S) for each bidder, the weightage shall be **70%** for the Technical Score (TS) and **30%** for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.70 + FS \times 0.30.$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer (H 1) would be eligible and may be invited for negotiations (*if required*) and shall be recommended for award of work accordingly.

In case of a tie (having same composite score), the bidder getting higher technical score will be ranked higher.

SECTION – 5

Terms of References & Scope of Work

SECTION – 5 Terms of References & Scope of Services

1) Objective of the Assignment:

(i) The objectives of the service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions

(ii) The broad scope of services shall include but not limited to the following:

The Executing Agency (EA) shall provide Services on deposit work basis *“For Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam*

- (a) In the process, the EA shall monitor and control the progress to keep the works completed on Schedule and within Budget.
- (b) The EA shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
- (c) The EA shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.
- (d) The EA shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.
- (e) EA is required to provide particular emphasis on safety during construction.

The brief scope of work, for which, EA is to be hired:

- (iii) NID, Assam already has an existing boundary wall around its entire boundary. The Height of the Boundary wall needs to be raised.
- (iv) Construction of a New Entrance Gate.
- (v) Construction of 8 Nos. of Watch Towers.

2) Scope of Work:

1. Discussions with NID, ASSAM and finalization of project brief including understanding NID, ASSAM’s requirements.
2. Obtaining Administrative Approval (A.A) & Expenditure Sanction (E.S) of Preliminary drawings, Preliminary Estimates (P.E) as per CPWD Guidelines from NID, Assam.
3. Preparation of Detailed Estimates as per CWPD Guidelines, Evaluation of DPR and according Technical sanction by Works Committee.

4. Executing Agency has to get the structural design (if any) of structures proof checked by any Government Institute of Repute as per their contract conditions. The Executing Agency will ensure compliance of the proof checking.
5. Executing Agency shall prepare tender document and Invite tenders (preferably through EPC contract mode) and award the work to contractors / vendors as per approved procedure and CVC guidelines etc. The responsibility of reviewing and approval of Designs, drawings and specifications submitted by the contractor shall lie with the Executing Agency. However, the design, drawings and specifications, etc. shall be in accordance with the requirement of the Employer.
6. If EPC mode is not adopted, Executing agency shall prepare detailed design, detailed drawings, specification, etc. and get them approved from NID, Assam. Accordingly, prepare Bid Documents.
7. Executing agency will be Principal Employer for all contracts executed by them in this project.
8. Execute and supervise their various contract awarded in the project.
9. Ensure high standard of quality assurance while carrying out construction supervision. Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
10. Complete responsibility for the timely completion of the project and for ensuring the quality and structural safety of the construction.
11. Ensure complete compliance of contract documents provisions including the drawings, specifications of material & workmanship besides other provisions as catered in contract documents etc.
12. Record measurement of works under execution in proper Measurement Books (MB) and keep proper custody of the MBs to be produced for inspection, of measurement records whenever needed. Checking and certifying the bills submitted by the Contractor including required documents , attachments, etc. for processing of the bills . Statutory deductions shall be made accordingly. Copies of bills, etc. shall be produced for verification if and when required by the Employer.
13. Executing agency shall ensure adherence to relevant local body norms, CPWD Specifications, BIS Code, CVC guidelines, environment and other regulatory requirements, all approvals from all authorities / local bodies, etc.
14. Executing agency shall settle and resolve any dispute that may arise between Executing Agency and the Contractors / Vendors engaged by the Executing Agency.

15. Executing Agency shall execute the works at sanctioned cost inclusive of agency charges. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the employer. Executing agency shall also ensure that sanctioned cost of project is not exceeded without approval of NID, Assam.
16. Executing Agency shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G or any other Govt. Agency in the planning & procedures of execution of this project. Executing Agency shall prepare replies to the observations made by CTEs branch / CAG Audit / Vigilance, etc., if required and also, ensure their compliance and closure.
17. Executing Agency shall initiate, defend the Arbitration and Court cases (Preparation of Claims, Counter Statement of Claims/ Defence, Counter Claims, affidavit of evidence, compliance of court orders, Rejoinder, filing appeals, challenge awards and court orders, Written submission etc. through Counsel) till final settlement of disputes. Reasonable legal expenses, generally paid by NID, Assam in accordance with the good industrial practices, shall be reimbursable to the Executing Agency by NID, Assam.
18. Any defects discovered and brought to the notice of the Executing Agency during the defect liability period shall be rectified by the contractor appointed by the Executing Agency. Executing Agency shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the Executing Agency at the cost and expense of the Contractor.
19. The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
20. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any
21. Ensure organizing/providing all operation and maintenance manuals (if any) through contractors and imparting training to NID, Assam and Institute personals maintenance and safety procedures.
22. Preparation and submission of Final Report to Employer, which shall contain both technical & financial information of the Project.
23. All records, drawing etc. related to the Project and maintained by Executing Agency during Project execution shall be handed over to NID, Assam on completion of the Project.
24. Executing Agency will ensure carrying out all possible mandatory tests at site or at reputed testing laboratories to establish and document quality of material used on project.
25. Executing Agency shall hand over the works complete in all respect with completion certificates along with final drawings etc. from authorities, free from all encumbrances including complete site clearance, vacation of temporary workers' hutments, etc. at site, if any, to NID, Assam or to any person / body authorized by them. Executing Agency shall be involved in Final inspection, snagging, supervision of testing and commissioning of various systems and assist NID, ASSAM in taking over of various parts of works and of various systems.
26. Executing Agency shall maintain all registers / records during execution of works as

stipulated in CPWD Works Manual. Provision shall be kept for involvement of NID , Assam's representative for inspection of work, records, registers, documents of work, etc. in the contract between executing agency and the Contractor.

27. At the end of every month and at the end of the project, Executing Agency shall submit an expenditure and utilization of funds statement in the format prescribed in CPWD Manual or as per Fee format approved by NID, Assam. Along with the Expenditure and utilization certificates, Executing agency shall provide to Employer deviation statement of costs compared to budgeted costs for various stages against cash flow.
28. Executing Agency shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of NID, Assam.
29. Executing agency will attend deficiencies brought out by NID, Assam in a reasonable time and will submit compliance report to settle the observations.
30. Have adequate safety supervision in place to ensure that safety programs set up by the contractor are in compliance with prevalent laws and regulations. Monitor day to day implementation of safety procedures.
31. The Executing Agency shall suggest, adhere and implement on –
 - a. Use of Recycled / Green materials
 - b. Cost optimization of the Project as a whole
 - c. Energy conservation measures.
32. Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the Executing agency and the decision of NID, ASSAM shall be final in this regard.
33. During the various stages of execution, Executing Agency shall keep the Employer informed about detailed progress of work and submit monitoring reports on weekly/fortnightly/ monthly basis as deemed fit by NID, ASSAM. **The report shall include the following:**
 - Name of Project, NID, ASSAM, Executing Agency, and Contractor.
 - Scope of Works of Contractor
 - Date of Commencement/ Date of Completion: Scheduled & Actual
 - Major Issues and Decisions Pending including Drawings Constraints (*if any*), Site constraints (*if any*), Equipment Constraints (*if any*)
 - Status of Progress of Work: Financial & Physical progress reports
 - Areas of Concern
 - List of Registers Maintained
 - Labor Deployment Chart.

- List of Equipment Mobilized at Site
- Materials/Personnel at Site
- Status of Payment to Contractor
- Quality of Material / Tests
- Photographs of the Site
- Site Order Book
- Visitor's Site Inspection
- Ensure all statutory inspections and checks.
- Any other important items as deemed fit.

3) Obligation of NID, ASSAM:

- (i) The NID, ASSAM shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with Executing Agency on all matters.
- (ii) To release funds of Executing Agency for smooth and timely execution of the work as per agreed schedule of payment.

4) Deployment of Staff of Executing Agency:

- (i) The Executing agency Team shall comprise a Team of professionals headed by the Project Engineer. The Project Engineer shall be responsible for overall Planning, preparation of drawings, estimates, supervision, coordination and management of all the project assignment
- (ii) The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by NID, ASSAM in consultation with the Executing Agency, as may be appropriate for efficient performance of services provided. The Executing Agency shall make adjustment, effective in the deployment schedule, without delay.
- (iii) Project Team shall be deployed within 10 days after issuing LOA by NID, Assam.

The general composition of the Executing Agency shall be as follows:

S. No.	Team Composition	Desired qualification	Desired no. of Personnel	Minimum Experience (Yrs)
1	Project Engineer	Graduate Engineer	1	12
3	Site Engineer (<i>Civil / Electrical etc.</i>)	Graduate/Diploma Engineer	2	Graduate-5 Diploma-10

- (iv) However, the exact composition of the team shall consist of any or all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more/less than

the number of one type of functionaries, as decided by NID, Assam depending on the requirement of the project. The deployment of the personnel (*continuous or intermittent*) at site shall be done on approval of NID, Assam and decision of NID, Assam in this regard would be final.

- (v) Maximum age for the personnel shall be 45 years for Project Manager and 35 years for other members of the team. However, the maximum age can be relaxed by NID, Assam in case of exceptionally deserving candidate.
- (vi) List of these personnel with name and their Bio data shall be submitted to NID, Assam before signing of Contract agreement
- (vii) Failure to deploy above mentioned personnel without approval of NID, Assam will invite penalty @ double of their salary at minimum of the scale as prescribed by Govt. of India, time to time. Prolonged non availability of required manpower even after advice from NID, Assam can lead to breach of contract and termination of contract besides any other remedy available
- (viii) Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the Executing Agency would forthwith provide a replacement acceptable to the NID, ASSAM with comparable or better qualifications. The personal shall only be engaged after approval of NID, ASSAM. In the event that the person replaced is, at the time of replacement, in the field, the Executing Agency shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the NID, ASSAM and the Executing Agency for the person being replaced.
- (ix) In the event that any of the personnel is found by the NID, ASSAM to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the NID, ASSAM may instruct by giving a notice of 7 (*Seven*) days to the Executing Agency, at the expense of the Executing Agency, to forthwith provide a replacement with suitable qualifications and experience acceptable to the NID, ASSAM.
- (x) The decision of NID, ASSAM in such event shall be final and binding on the Executing Agency.

5) Office Setup:

- (i) Executing Agency shall set up suitable site office.
- (ii) The Executing Agency should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
- (iii) The Executing Agency, at its own cost procure install , operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- (iv) The Executing Agency shall procure latest versions of licensed Software including Windows, Auto Cad Civil, and Microsoft Office, Microsoft Project etc. and antivirus software for the project period.
- (v) The Executing Agency shall procure and keep it activated, internet connection, telephone

connections and mobile cell phones for the team members during the project period.

- (vi) The Executing Agency shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.

SECTION-6

(Appendices)

Section-6 Appendices

TITLE	APPENDIX
Letter of Proposal	Appendix-A
MOU	Appendix -B
Summary of work executed by the Executing Agency to assess Technical Eligibility	Appendix -C1
Summary of work executed in North-East India by the Executing Agency to assess Technical Eligibility	Appendix -C2
Description of each Agreement executed by Bidder to illustrate qualifications <i>[Duly signed by the Client]</i>	Appendix -C3
Detail of Contractual Payment	Appendix -D
Bankers' Certificate from a Scheduled Bank	Appendix -E
Detail / Structure of the Executing Agency	Appendix -F
Details of Technical and Administrative Personnel	Appendix -G
Details of Resources Sheet - Equipment available with the Executing Agency	Appendix -H
Performa of Performance Guarantee	Appendix- I
Undertaking for Integrity Pact	Appendix -J
Affidavit of the Bidder	Appendix -K
Financial Bid	Appendix -L
Bid Security Declaration Form	Appendix -M

APPENDIX-A

(Letter of Proposal on Applicant's Letter Head)

To
DIRECTOR
NID, ASSAM

Dated:

Sub: RFP for Selection of Executing Agency “**For Construction of.....**”

Dear Sir,

1. With reference to your RFP document. NIRFP No.:
2. I/we, having examined the Bidding DOCUMENT and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
3. All information provided in the proposal and in the Appendices are true and correct.
4. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
5. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. We certify that we have not been barred by the NID, ASSAM or any other state government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.
9. **I/ We declare that:**
 - (a) I/ We have examined and have no reservations to the Bidding DOCUMENT, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance the RFP document.
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
11. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
12. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
14. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our Executive Engineer or any of our Directors/ Managers/ employees.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a MOU in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding DOCUMENT carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the MOU, we shall have no claim, right or title arising out of any DOCUMENT or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
19. The Service Charge has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft MOU.
20. I/We agree to keep this offer valid for 120 (*One Hundred and Twenty*) days from the last date of opening of bid as specified in the RFP.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully, (*Signature of the Authorized signatory*)
(*Name and designation of the of the Authorized signatory*)
Name and seal of bidder

APPENDIX-B

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on the _____th day of _____ 2021 at NID, ASSAM.

BETWEEN

National Institute of Design, Assam and having its principal place of business at, Tocklai Village, Rajabari, Jorhat, Assam, India -785014 (*hereinafter called 'the Employer'*), AND
-----, a company / corporation incorporated under the laws of-----
having its principal place of business at -----, (*hereinafter referred to as the "Executing Agency"*) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of the Other Part NID, ASSAM and the Executing Agency are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

In reference to a call for Tender for "*RFP for selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam*"

As per Tender No. "....."
, the Executing Agency has submitted a Tender hereto and whereas the said Tender of the Executing Agency has been accepted for "*RFP for selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam*) as per copy of the Letter of Acceptance No----- dated ---- complete with enclosure at the accepted rates.

The following shall be a part of MOU:

- (i) Appendix A: Letter of Proposal
- (ii) Appendix B: MOU
- (iii) Appendix E: Bankers Certificate from Schedule Bank
- (iv) Appendix F: Detail/Structure of Executing Agency
- (v) Appendix G: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
- (vi) Appendix H: Detail of Resource Sheet-Equipment available with Executing agency
- (vii) Appendix-I: Banks Guarantee for Performance Security as per the specified format
- (viii) Verification of the Bank Guarantee
- (ix) RFP document
- (x) Appendix J: Undertaking for Integrity Pact duly signed by the agency
- (xi) Appendix K: Affidavit of the bidders
- (xii) Appendix L: Accepted Financial Bid
- (xiii) Appendix M : Bid Security Declaration signed by the agency

- (xiv) DOCUMENT regarding Constitution of the Firm (*Proprietorship Certificate / MOA & AOA of the Company, and related DOCUMENT*).
- (xv) Any correspondence made with the bidder past opening of financial bid and before acceptance of the tender.

General Condition of Contract:

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NID, ASSAM and the Executing Agency. The Executing Agency, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. Terms of Payment:

- (a) Payment mode for Executing agency shall be as follows-

SL NO.	TERMS OF PAYMENT	FOR EXECUTING AGENCY
A	Initial deposit to the E.A.	10%
B	Preliminary drawing approval, A.A. & E.S. by NIDJ	
C	Detailed drawing & design approval and T.S.	23-1/3%
D	Preparation, approval and award of tenders	
E	After 20% financial progress of total contract value	20%
F	After 40% financial progress of total contract value	20%
G	After 60% financial progress of total contract value	20%
H	After 70% financial progress of total contract value	6-2/3%
I	After completion of structure including finishing	The initial deposit of 33-1/3% i.e. (10+23-1/3)% obtained as mentioned above should be retained for adjustment against the last portion of the
J	After completion of defect Liability period	

		estimated expenditure.
--	--	------------------------

(c) Funds released periodically by Employer to Executing Agency for the project shall be credited to a separate bank account of Executing Agency in a nationalized / scheduled bank for the project. Any Interest earnings on deposits in this account will be treated as income of Employer and the same will be utilized for the project or shall be returned to the institute, Executing Agency will make all project related payments from this account only.

(d) Executing Agency shall submit expenditure statements. On completion of the Project, Executing Agency shall submit a final expenditure statement along with utilization certificate.

3. Performance Security, Liquidated Damages and Penalties:

3.1 Performance Security (*Performance Guarantee*):

Please refer Para-9 of Section-2 (*Instruction to Bidders & Eligibility Criteria*)

3.2 Liquidated Damages for delay:

In case of delay, liquidated damages, not exceeding an amount equal to 0.2% (*zero point two percent*) of the Service Charge per week, subject to a maximum of 5% (*five percent*) of the Service Charge, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Executing Agency, suitable extension of time in writing may be granted by NID, ASSAM. Executing Agency shall submit documentary proof of the reasons for delay, which shall be scrutinized by the Employer for granting EOT.

3.3 Appropriation of Performance Security:

The NID, ASSAM shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Executing Agency in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

3.4 Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Executing Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action may be taken by NID, ASSAM, including debarring for a specified period or with holding.

3.5 In the event of total default / failure by the Executing Agency in providing the Services, NID, ASSAM reserves the right to get the Services executed by any other Executing Agency after appropriating the Performance Security (*Performance Guarantee*) following due procedure as per the contract.

4. Suspension:

NID, ASSAM may by written notice of suspension to the Executing Agency, suspend all payments to the

Executing Agency hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Executing Agency to remedy such failure within the period not exceeding fifteen (15) days after the Executing Agency of such notice of suspension.

5. Termination:

(i) By NID, ASSAM:

NID, ASSAM may, by not less than thirty (30) days' written notice of termination to the Executing Agency (*except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days*), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause, terminate this Contract:

- (a) If the Executing Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the NID, ASSAM may have subsequently approved in writing;
- (b) If the Executing Agency become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Executing Agency fail to comply with any final decision reached as a result of arbitration proceedings
- (d) If the Executing Agency submit to the NID, ASSAM a statement which has a material effect on the rights, obligations or interests of the NID, ASSAM and which the Executing Agency know to be false;
- (e) If, as a result of Force Majeure, the Executing Agency is unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (f) If the NID, ASSAM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Executing Agency, in the judgment of the NID, ASSAM has engaged in corrupt or fraudulent practices in executing the Contract.
- (h) In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Executing Agency to NID, ASSAM within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Performance Guarantee or recovering from the Security Deposit submitted by Executing Agency.

(ii) By the Executing Agency:

The Executing Agency may, by not less than Sixty (60) days' written notice to the NID, ASSAM, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause, terminate this Contract:

- (a) If the NID, ASSAM is in material breach of its obligations pursuant to this Contract and has not remedied the same within reasonable *time (or such longer period as the Executing Agency may have subsequently approved in writing)* following the receipt by the NID, ASSAM of the Executing Agency's notice specifying such breach;
- (b) If, as the result of Force Majeure, the Executing Agency are unable to perform a material portion of the Services for a period of not less than Forty-Five (45) days; or
- (c) If the NID, ASSAM fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. Cessation of Rights and Obligation:

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in this agreement
- (c) any right, which a Party may have under the Applicable Law.

7. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Executing Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8. Payment upon Termination:

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the NID, ASSAM shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Executing Agency after offsetting against these payments any amount that may be due from the Executing Agency

9. Disputes about Events of Termination:

If either Party disputes whether an event specified in Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10. Confidentiality and Publicity:

The Executing Agency and the personnel shall treat the details of the output of the project and the Services as confidential and for the Executing Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NID, ASSAM

or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NID, ASSAM.

11. THE REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

The Executing Agency represents and warrants to NID, Assam that

Power, Capacity and Authority

- (i) It has full power, capacity and authority to execute, deliver and perform this agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authority for the execution, delivery and performance of this agreement and that it is fully empowered to enter into and execute this agreement, as well as perform all its obligations here under:
- (ii) On execution of the agreement and during the time is in force, the Executing Agency agrees that it shall be responsible to and shall carry out assignment in accordance with highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent herewith and shall also do the following: -
 - (a) Shall take out, carry and maintain insurance as applicable.
 - (b) Shall keep Accounts and Records for inspection and auditing up to 5 years from the expiry / termination of the Contract.
 - (c) Submit for approval checklist of activities requiring NID, Assam approval and
 - (d) Prepare documents for facilitation, which shall be the property of NID, Assam.
- (iii) The Executing Agency represents that none of its Directors, Officers and Employees are in close / blood relations with any NID, Assam employees / officers. In case of such relationship arising in future during the course of this agreement, the Executing Agency shall immediately inform NID, Assam and seek instructions as to future course to eliminate any conflict of interest.

12. OBLIGATION OF EXECUTING AGENCY

(A) Performance

The Executing Agency shall perform the tasks / services in accordance with the generally accepted professional standards & practices, sound management principles, engage appropriate technology safe and effective equipment and submit report.

The Executing Agency shall hold NID, Assam's interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

The Executing Agency shall not assign this contract or sub-contract or any portion of the work without the prior written consent of NID, Assam.

The Executing Agency shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and NID, Assam shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.

Any trade commission, discounts or similar payments received against the Project fund utilization under this contract shall be passed on to NID, Assam's Account.

Executing Agency shall follow the basic provisions of GFRs 2017 and any further amendment, CVC guidelines and also guidelines posted at Ministry of Finance website (www.finmin.nic.in) from time to time.

(B) Insurance by the Executing Agency

During the performance of services hereunder, the Executing Agency shall take out, carry and maintain insurance as applicable from those listed below:

- (a) Insurance against fire, theft, damages and loss of all property owned by the Executing Agency at the construction site, if any.
- (b) Group Personnel Accident Insurance covering the Executing Agency's employees, operating from the site as per the Executing Agency's established practices.
- (c) Automobile liability insurance covering all vehicles owned by the Executing Agency at the Project site in accordance with the Motor Vehicles Act.
- (d) Relevant insurance cover which will be in force until the date of successful completion of the Project for all structures, imported and indigenous equipment, machinery and material and also for storage-cum-erection including third-party liabilities.
- (e) Workman's compensation insurance, covering employees / contract workers of the Executing Agency covered under Workman Compensation Act.
- (f) Any other insurance cover which may be required to be under the law or on any other account.

13.(a) Indemnifying NID, Assam by Executing Agency:

The Executing Agency shall indemnify and save harmless NID, Assam against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Executing Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to NID, Assam in consequence to any action or suit being brought against the Executing Agency for anything done or committed to be done in the course of the execution of this agreement including losses / damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Executing Agency will abide by the job safety measures prevalent in India and will free NID, Assam from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the Executing Agency's negligence. The Executing Agency will pay all indemnities arising from such incidents without any extra cost to NID, Assam and will not hold NID, Assam responsible or obligated. NID, Assam may at its discretion and entirely at the cost of the Executing Agency defend such suit either jointly with the Executing Agency or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for one year.

13. (b) Indemnification of the Executing Agency by NID, Assam:

The Executing Agency shall take necessary Insurance for any eventualities in the name of E.A. They shall not set up any claim on the act of God / nature.

NID, Assam undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Project Executing Agency, Contractors, Sub-Contractors, vendors and specialist / Contract employees associated with them for the performance neither of service nor for any family of any person.

14. Executing Agency's Representatives:

The Project Engineer shall be the representative of the Executing Agency and shall have authority to act on behalf of the Executing Agency for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

15. Indemnity and Insurance:

- a. The Executing Agency shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- b. NID, ASSAM undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c. The Executing Agency shall indemnify at all times, the NID, ASSAM from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the NID, ASSAM during or in connection in the Services **by reason of:**
 - Infringement or alleged infringement by the Executing Agency of any patent or other protected right; or
 - Plagiarism or alleged plagiarism by the Executing Agency.
- d. The Executing Agency shall indemnify, protect and defend, at Executing Agency's own expense, NID, ASSAM, its agents and employees, from and against any and all actions, claims, losses or damages arising out of Executing Agency's failure to exercise the skill and care required under this agreement, provided, however: that Executing Agency is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further that the ceiling on Executing Agency's liability shall be limited to estimated cost approved by NID, ASSAM except that such ceiling shall not apply to actions, claims, losses or damages caused by Executing Agency's gross negligence or reckless conduct;
- e. In addition to any liability Executing Agency may have under this agreement Executing Agency shall, at its own cost and expense, upon request of NID, ASSAM, re-perform the Services in the event of Executing Agency's failure to exercise the skill and care.
- f. The Executing Agency shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) NID, ASSAM's overriding a decision or recommendation of Executing Agency or requiring Executing Agency to implement a decision or recommendation with which Executing Agency does not agree; or (ii) the improper execution of Executing Agency's instructions by agents, employees or independent Building Contractors of NID, ASSAM.

16. Force Majeure:

- a. If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.
- b. The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, pandemics (Covid-19), nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.
- c. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

17. Other Conditions:

- a. In the event NID, ASSAM desires the Executing Agency to perform such additional services which are not within the Terms of Reference, the Executing Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- b. NID, ASSAM shall provide to the Executing Agency DOCUMENT/ information/ reports as may be required by the Executing Agency to enable it to provide the Services. NID, ASSAM undertakes and agrees to furnish to the Executing Agency from time to time such other DOCUMENT/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the NID, ASSAM.
- c. All intellectual property conceived, originated, devised, developed or created by the Executing Agency, its agents, specifically for the purpose of rendering the Services, shall vest with NID, ASSAM unless otherwise agreed, between NID, ASSAM and the Executing Agency. NID, ASSAM as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- d. Unless otherwise agreed, NID, ASSAM shall have the copyright on all the reports, DOCUMENT, maps etc., authored, prepared or generated during the course of the Services to be provided by the Executing Agency.

18. Compliance with Laws:

The Executing Agency shall take due care that all its DOCUMENT comply with all relevant laws such as Minimum Wages Act, EPF & ESI Act etc. and statutory regulations and ordinances, guidelines in force

which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Executing Agency.

19. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Jorhat shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.

20. Dispute Resolution:

19.1 Amicable Resolution:

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (*the "Dispute"*) shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

19.2 Arbitration:

a. Procedure:

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Director, NID, ASSAM. There upon, the Director NID, ASSAM, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per **Arbitration & Conciliation Act 1996**.

b. Place of Arbitration:

The place of arbitration shall ordinarily be NID, ASSAM's premises but by agreement of the Parties, the arbitration hearings, if required, shall be held only in Jorhat.

c. English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award:

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution:

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

21. Severability:

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

22. Waiver:

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

23. Modification:

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

24. Notices:

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized National/International courier, E-mail and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In case of E-mail, upon submission of E-mail on registered Email-ID

25. Transfer of Assignment:

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

26. Completion of Project:

25.1 When the construction of all the works are completed in all respects i.e. all civil structural, electrical, mechanical, services works etc. are completed, equipment installed & aligned (if any),

and statutory approvals obtained etc., Executing Agency shall notify the Employer in writing that the Project has been completed in all respect.

25.2 Upon notification of completion of works in writing by Executing Agency, NID, ASSAM will inspect the same. Any defects observed shall be informed to the Executing agency at the earliest. The Executing agency shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.

25.3 The date of acceptance by NID, ASSAM as aforesaid along with **Rectification of Defects identified and Submission of all documents as per handing over procedure shall be considered to be the date of completion of the Project (hereinafter called COMPLETION)** for the purpose of this CONTRACT. However, this does not exclude the responsibility of the EXECUTING AGENCY for the defect liability period.

27. Patents:

26.1 EXECUTING AGENCY shall, subject to the limitations contained in this Article, indemnify and hold Employer harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to EXECUTING AGENCY and furnished to Employer, as long as it is used by EXECUTING AGENCY for the purposes of this project only.

26.2 Similarly Employer shall indemnify and hold EXECUTING AGENCY harmless from all costs, damages and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to EXECUTING AGENCY by Employer or by others on behalf of Employer, as long as it is used by EXECUTING AGENCY or the purposes of this project only.

28. Variations:

NID, ASSAM may, by written notice to the Executing Agency, direct the Executing Agency to vary the scope, sequence or timing of the Services and the Executing Agency shall be bound to comply with that direction. All such variation shall be in writing.

The Executing Agency shall always act in respect of any matter relating to this contract or to the services as faithful advisers to NID, Assam and shall at all times support and safe guard NID, Assam legitimate interest in any dealings with third parties

EXECUTED BY NID, ASSAM by being signed by a duly authorized officer in the presence of:

Title: _____

Witness:

EXECUTED BY EXECUTING AGENCY by being signed by a duly authorized officer in the presence of:

Title: _____

Witness:

APPENDIX-C1

Summary of Executing Agency/Implementation Agency work executed by the
Agency to assess Technical Eligibility

S.No.	Name of project for which Service provided	Name of Client	Total cost of project	Work completed /substantially completed	Service Fee received	Enclosure No. of Appendix-C1
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Date of submission:

Signature of Applicant

APPENDIX-C2

Summary of Executing Agency/Implementation Agency work executed by the
Agency in North-East India

S.No.	Name of project for which Service provided	Name of Client	Total cost of project	Work completed	Service Fee received	Location of the Project
1.						
2.						
3.						
4.						

Date of submission:

Signature of Applicant

APPENDIX-C3

**DESCRIPTION OF EACH AGREEMENT EXECUTED BY BIDDER TO ILLUSTRATE
 QUALIFICATIONS [DULY SIGNED BY THE CLIENT]**

(Please provide information only for a project for which your firm was legally contracted by the client))

(1)	Name of the Executing Agency	
(2)	Agreement No. of the Contract	
(3)	Name of the Project executed by the Executing Agency	
(4)	Cost of the project as per the contract in the above Agreement	
(5)	Project Location	
(6)	Name & Contact No. of Client for whom the above project has been executed	
(7)	Agreement value of the project in the above agreement	
(8)	Actual value of the project completed before tender submission date	
(9)	Total Service charge/ fee received against the contract	Before FY 2013-14
		FY 2013-14
		FY 2014-15
		FY 2015-16
		FY 2016-17
		FY 2017-18
		FY 2018-19 (upto the date of submission of Tender)
(10)	Date of start of the Agreement as per LOA	
(11)	Whether the above work is completed/substantially completed	
(12)	Scheduled date of completion of the above Agreement	
(13)	Actual date of completion of the above Agreement	
(14)	Brief description of Services provided	
(15)		
(16)	Professional Staff Provided by the Firm: No. of Staff:	

(17)	No. of Person-Months:	
(18)	Name of Senior Staff (<i>Project Director/Coordinating Team Leader of Executing Agency</i>) Involved and Functions Performed	
(19)	Performance of the Executing Agency Very Good/ Good/Average/Poor	

Meaning of substantially completed work:

A **substantially completed** contract means a contract, in which, the Service Charge/ fee of at least eighty percent (80%) of the contract value has been received & is equal to or more than the minimum value stipulated for eligible assignment of present tender.

(Signature of the Client)

Designation:

Contact Number:

Office Seal

APPENDIX-D

Detail of Payment

Format for Service Charge received for Executing Agency services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation in last 3 (three) financial years & current financial year (till the tender submission date & time)

S.No.	Financial Year	Name of Govt. Agency (from which Service Charge/ Fee received as per Appendix-D2)	Service Charge/ fee received (In Rs.)	Remarks
1	2018-19			
2	2019-20			
3	2020-21 (till the tender submission date & time)			
Total Service Charge/ Fee received				

Note:

In addition to the above, the Bidder has to submit the following DOCUMENT / information:

Copy of TDS Certificate from the Employer / Form-26AS/Form-16A and Audited Balance Sheet/P&L Account, clearly indicating the Service Charge/ Fee received for services provided to Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation/Autonomous Bodies in last 3 (three) financial years & current financial year. All document either original or photostat should be attested by Notary.

Date:

 Signature of Chartered
 Accountant with Seal

Seal and Signature of Tenderer

APPENDIX-E

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./ Shri.....having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date: (Signature)

For the Bank

NOTE:

- (1) Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

APPENDIX-F

Detail / Structure of the Executing Agency

1.	Name and address of the bidder	
2.	Telephone No. (<i>land line and Mobile</i>) / Fax No. / email address	
3.	Legal status of bidder (<i>Attach copies of original document defining the legal status</i>). The applicant is : (a) An individual (b) A proprietary Firm (c) A Firm in partnership (d) A limited company or corporation.	
4.	Particulars of registration with various Govt. bodies (<i>Attach attested photocopies</i>) a) Registration Number b) Organisation / Place of registration. c) Date of validity	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.	
8.	Has the bidder or any constituent partners (s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for	
9.	Has the bidder ever been debarred/ blacklisted for tendering in any organization at any time? If so, give details.	
10.	Has the bidder, ever been convicted by the court of law? If so, give details.	
11.	In which field of Civil Engineering construction the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

(Signature of Applicant)

APPENDIX-G

Details of Technical and Administrative Personnel, in the organization and proposed to be employed for the tendered work.

S. No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Date:

(Signature of Applicant)

APPENDIX-H

**Details of Resources Sheet - Equipment available with the Executing Agency or
likely to be used in the tendered work**

Sl. No.	Name of equipment	Status –Available/ Not Available

Date:

(Signature of Applicant)

APPENDIX-I

Format of Bank Guarantee for Performance Security

Bank Guarantee no.....

Dated.....

To,
Director
National Institute of Design, Assam

Reference:-Contract No....., awarded on

This deed of Guarantee made this day of _____ between _____ (*name of Bank*) having registered office at _____ and branch office at _____ (*hereinafter referred to as "Bank"*) of the one part and National Institute of Design, Assam (*hereinafter called the Employer*) of the other Part.

Whereas National Institute of Design, Assam has awarded the Contract no..... RFP for Selection of Executing Agency for construction of (*hereinafter called "the Contract"*) to M/s.....its registered office at (*hereinafter called "the Executing Agency"*).

Whereas the *Executing Agency* is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs (*Rs. In Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

After the *Executing Agency* has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said Executing Agency of any of the terms or conditions contained in the said agreement or by reason of the Executing Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (*Rs. in Words*) only.

We..... (*indicate the name of Bank*), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the Executing Agency in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (*name of Bank*) under this bond shall be a valid discharge of our liability for payment there under and the Executing Agency shall have no claim against us for making such payment.

We..... (*indicate the name of Bank*), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (*Designation & Address of Contract signing authority*) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Executing Agency and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (*date of validity/extended validity*) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we (*Name of Bank*) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (*Name of Bank*) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (*indicate the name of Bank*), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Employer against the said Executing Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said Executing Agency for any bearing act or omission on the part of the Employer or any indulgence by the Employer to the said Executing Agency or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Executing Agency.

The expressions “the Employer”, “the Bank” and “the Executing Agency” hereinbefore used shall include their respective successors and assigns.

We (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs (*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of.....being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

UNDERTAKING FOR INTEGRITY PACT

(To be executed on plain paper and submitted along with tender documents)

Section 1 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Employers, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 2: Disqualification from tender process and exclusion from future contract by Employer (NID, Assam)

If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through a violation of Section 1 above or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 3: Compensation for Damages

1. If the Employer disqualifies the Bidder(s) from the tender process prior to the award according to Section 2, the Employer is entitled to demand and recover the damages (if any).
2. If the Employer terminates the contract according to Section 3, or if the Employer is entitled to terminate the contract according to Section 3, The Employer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 5: Criminal charges against violation Bidder(s) / Contractor(s)

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

Section 6: Independent External Monitor/Monitors (IEM)

1. The Employer shall appoint competent and credible IEM for this Pact after approval of Competent Authority. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations undertaken.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for IEM to treat the information and documents of bidders /contractors as confidential. The IEM shall report to the Director, NID, Assam.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor shall also sign declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Director, NID, Assam and recuse himself/herself from the case.
5. The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in

such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this undertaking / Integrity Pact, he will so inform the Management of the Employer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director, NID, Assam within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director, NID, Assam, a substantiated suspicion of an offence under relevant IPC/PC Act, and Director, NID, Assam has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” includes both singular and plural.

Section 7: Pact Duration

This undertaking will automatically expire for all bidders / contractors after 6 months of the award of the contract to successful bidder. In respect of the successful bidder / contractor, this undertaking shall be followed by signing of an Integrity Pact between the successful bidder / contractor and NID, Assam that will expire on 12 months after the last payment under the contract.

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

Section 8: Other Provisions

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

(For & on behalf of Bidder/Contractor)

(Office Seal)



Place _____
Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



APPENDIX-K

AFFIDAVIT OF THE BIDDER

*(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only)
duly attached by Notary Public)*

Affidavit of Mr.....S/o.....R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/sHaving its Head Office/Regd. Office at
2. That the information/DOCUMENT/Experience certificates submitted in support of technical and financial capacity by M/salong with the tender for (*Name of work*)..... to NID, ASSAM are genuine and true and nothing has been concealed.
3. I shall have no objection in case NID, ASSAM verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case NID, ASSAM demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NID, ASSAM at its discretion may disqualify / reject / terminate the bid/contract and also forfeit All dues (if any).
5. I shall have no objection in case NID, ASSAM verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before NID, ASSAM receives said verification.

I....., the Proprietor/Authorized signatory of M/s.....do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from. and that no part of it is false.

Verified atthis.....day of

ATTESTED BY (*NOTARY PUBLIC*)

DEPONENT

APPENDIX-L

Financial Bid (To be submitted along-with the Tender documents)

Subject: EXECUTING AGENCY Services – “For Construction of Boundary Wall (Height Extension of Existing Boundary Wall), Entrance gate and Watch Towers at NID, Assam

Sr. No.	Particulars	Quoted Fee in percentage (%)
1	Executing Agency’s Service Charge/ Fee in percentage of completed cost of work is to be mentioned in figures and in words in English. <i>The Construction cost for bid comparison purposes has been assumed as Rs. 2.55 Crores, which is only indicative and actual project cost may vary at completion stage.</i>	Percentage.....on actual completed cost of work (excluding GST). (Note: The percentage (%) must be quoted upto two places of decimal only).

NOTES:

- a. The percentage rates quoted by the tenderer shall be inclusive of all taxes and levies but **excluding GST**. The **GST as legally leviable and payable by the Bidder** under the provisions of applicable law/act **shall be paid extra by NID, ASSAM**. Therefore, the **Bidders should quote their rates after considering the Input Tax Credits on their input materials and services**. Hence, **Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates**.
- b. **Fees quoted will be firm and no escalation will be applicable.**
- c. **The Executing Agency shall pay all other taxes, duty and like Government impositions arising from this Contract and indemnifies NID, ASSAM against same.**
- d. The bidder has to be registered under CGST/IGST/UTGST/SGST Act and should submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer, without which, no deposit shall be released to the Executing Agency.
- e. Project cost is indicative that may increase or decrease and actual service charge would be based on final cost of completed project.

APPENDIX-M

BID SECURITY FORM
Bid Security Declaration Form

To
Director
National Institute of Design Assam,
Tocklai, Rajabari, Jorhat-785014,
Assam

Name of Work: *RFP for selection of Executing Agency for Construction of Boundary Wall (Height Extension of Existing Boundary wall), Entrance Gate and Watch Towers at NID, Assam.*

Tender No- Dated2021.

I/We, the undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

Name:

Duly authorized to sign the bid for an on behalf of Dated on _____ day of _____
_____ Corporate Seal (where appropriate)

END OF TENDER DOCUMENT