

# TEZPUR UNIVERSITY



## Engineering Cell

P.O. Napaam, Tezpur, PIN-784028

## TENDER FOR

**Construction of Multipurpose Hall at Tezpur University  
Campus, Napaam.**

**Tender No. TU/EC/CIVIL/455/2024-25 Dated 11-06-2024.**

**TENDER DOCUMENT**

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SECTION - 1  
NOTICE INVITING TENDER

## NOTICE INVITING TENDER

1. (Tender No. TU/EC/CIVIL/455/2024-25 DATED 11.06.2024) E- Tenders from CPSU/SPSU/Government organization/Undertaking are invited on behalf of Registrar, Tezpur University, Napaam, Tezpur, Dist.: Sonitpur (Assam) for the work mentioned below.

Details are given below:

NIT No.	TU/EC/CIVIL/455/2024-25 DATED 11.06.2024
Name of the Work	Construction of Multipurpose Hall at Tezpur University Campus, Napaam
Client/ Owner	TEZPUR UNIVERSITY
Budget amount for the Project	Rs. 15.00 Crore
Earnest Money deposit	Nil
Cost of Tender document	Nil
Date of Tender Document available to Parties to download	Date: 11.06.2024 Time: 18.45 PM
Pre-Bid meeting at Tezpur university campus	Date: 24.06.2024 Time: 11.00 AM
Starting date of e-tender for submission of Online Techno Commercial Bid and Price Bid	Date: 11.06.2024 Time: 18.50 PM
Closing date of online e-tender for Submission of Technical bid and Price Bid	Date: 28.06.2024 Time: 11.00 AM
Date and time of opening of Techno Commercial Bid	Date: 29.06.2024 Time: 11.00 AM
Date and Time of Technical presentation	<b>Will be communicated separately to the Qualified bidders for general eligibility parameters.</b>
Method of selection through e-Tender	Quality and Cost Based Selection (QCBS)
Contract Period	12 MONTHS
Validity of Offer	90 days after the last date fixed for Submission of bid including the extension(s)given, if any

\*Centage Charges—as defined in Section—4: Financial Bid.

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied is available at the web site <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column upto 2 (two) Decimals and these decimals should be greater than zero.
6. Not with standing anything stated above, Tezpur university reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of Tezpur university.
7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Registrar , Tezpur university or may visit the said office during the office hours on working days, Contact No. Phone 03712-267004 and may submit the questions for clarifications.
9. Pre — bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.
10. Tezpur university reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason what so ever and in such case no bidder/ intending Construction Agency shall have any claim arising out of such action.
11. All relevant supporting documents can be signed and submitted/uploaded by an officer equivalent to the rank of Executive Engineer or above.

**12. Set of Bid Documents:**

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

**13. Bidding Process**

Bidding process consists of two stages i.e. Stage—I and Stage—II.

**In Stage-I**, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Section—3 along with their bid. Technical Bid is opened first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with the Bid is considered for evaluation of Technical Bids. The bidders will be allotted marks out of 70 points as detailed in the **table-1.0** (Technical Evaluation Parameters) under stage-A, on the basis of the certified documents submitted by the bidder along with the tender, in support of the desired information furnished by the concerned bidder. Further, under stage-B (Technical Evaluation Parameters) the eligible bidders will have to give the Presentation, for which the authorized committee of Tezpur university will evaluate the presentation (stage-B of Technical Evaluation) out of 30 points.

The total Technical Score (TS) for stage-A & stage-B which is 100 will be scaled down to 70. Those bidders whose score is more than or equal to 60% (i.e.42 points out of 70 as TS as qualifying marks for further evaluation) will be shortlisted, and financial offers/Bid will be opened for those bidders only.

In Stage—II, The Financial bid for the above shortlisted bidder will be opened. The bidder with the lowest quoted rate will be assigned a score of 100. The Financial Score will be Scaled down to 30 points.

The bidder with the highest Consolidated Score (CS) will be selected.

**14. Mode of Submission**

Construction Agency must submit their on line bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial Bid.

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure—II.
- b. Certificates of works experience and other documents for annual turnover and other documents of bidder for undertaking works required to establish fulfillment of qualifying criteria
- c. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section — 4) quoted with Centage Charges shall be uploaded.
- d. No Proposals/Documents will be received/uploaded after the prescribed date & time.

**"Note: Authorities may amend the condition depending upon the CPPP portal requirement.**

15. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Tezpur university, Tezpur university shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
16. The acceptance of any or all bid(s) will rest with the Tezpur university who does not bind itself to accept the lowest bid and /or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
17. The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
18. In case, any misrepresentation /falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. Tezpur university shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

Sd/-  
(Registrar)

## SECTION-2

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at :  
<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

#### **1.1 Conflict of Interest**

- 1.1.1 Tezpur university policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the Tezpur university's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.1.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

#### **Conflicting Relationship**

(i) Construction Agencies (including its Personnel and Sub — contractors) that has a business or family relationship with Tezpur university staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Tezpur university throughout the selection process and the execution of the Contract.

1.1.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Tezpur university, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

1.1.4 No employee of the Tezpur university shall work for Construction Agency. Recruiting former employees of the Tezpur university to work is not acceptable to Tezpur university.

## **1.2 Fraud and Corruption**

1.2.1 The Tezpur university requires that the Construction Agencies participating in selection process adhere to the highest ethical standards, both during the selection processes and throughout the execution of a contract. In pursuance of this policy, the Tezpur university:

- (a) Defines, for the purpose of this paragraph, the terms set forth below :  
"Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;  
"Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;  
"Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more as with or without the knowledge of the Tezpur university, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;  
"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Tezpur university will reject a proposal for award if it determines that the Construction 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 ; And
- (c) Tezpur university will take necessary action against the Construction Agency, including declaring the Construction Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

## **1.3 Proposal Validity**

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension(s) given, if any.

## **1.4 Final Decision-Making Authority**

Registrar Tezpur university reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.



### **1.5 Brief Description & Scope of work**

As per details given in Annexure—III

## **2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not

later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the Tezpur university email address i.e. [registrartu@tezu.ernet.in](mailto:registrartu@tezu.ernet.in). The Tezpur university will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Construction Agencies.

2.2 At any time before the submission of bid, Tezpur university may modify /amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum /addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment in to account in their bids and on account of any other reasonable circumstances, Tezpur university may at its discretion, extend the deadline for the submission / opening of the bid.

## **3. PREPARATION OF BID PROPOSAL**

3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and Tezpur university and the contract to be signed after award shall be written in the English Language.

### **3.3 Documents pertaining to Qualifying Criteria**

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to “Qualifying Criteria” as mentioned in Section—3 of bid document.

### **3.4 Financial bid Proposals**

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section—4 duly quoted shall be uploaded / filled in online (whichever provision provided in CPP portal) and shall not include any commercial or technical condition /information. Conditional bid shall be rejected summarily.

## **4. SUBMISSION, RECEIPT AND OPENING OF BIDS**

4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.

- 4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(c) of NIT and shall be submitted along with bid.
- 4.3 The Tezpur university shall open the bid containing documents pertaining to Qualifying Criteria after the deadline.

### SECTION-3

#### 5. BID Evaluation

##### 5.1 Evaluation of Qualifying Criteria

- 5.2 Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

##### Evaluation of Financial Bid

##### (Quality and Cost Based Selection- QCBS)

Evaluation Criteria - Broad guidelines for evaluation of Financial Bids is as follows:

- i. Only those Financial Bids will be opened and evaluated which are found to fulfil all the eligibility and qualifying requirements of this EoI/RFP through E-Tender.
- ii. The bidder should quote the PMC charges (Centage in percentage) upto a maximum limit of 5% for the total project cost of Rs 15 Crores, in (Indian Rupee) INR inclusive of all taxes etc.as per Government rules and regulations. All taxes, duties, levies (if any) etc. like GST, Service Tax, etc, should be inclusive in the quoted rate.
- iii. Quoted rate shall be fixed and shall not be subject to escalation of any description except the taxes.
- iv. Quoted rate should be prescribed in both words and figures. If there is any discrepancy between word and figures, the quoted rate in words will be taken as final quoted price by the bidder.

##### a) TECHNICAL EVALUATION:

##### **Technical evaluation will be made only for those bidders that fulfill general eligibility parameters**

The Technical Bid submitted by the bidders shall be opened on the scheduled date/time and evaluated by the CEC /Technical Committee as per the criteria detailed in table ahead.

The bidders will be allotted marks out of 70 points as detailed in the table-1.0 (Technical Evaluation Parameters) under stage-A, on the basis of the certified documents submitted by the bidder along with the tender, in support of the desired information furnished by the concerned bidder. Further, under stage-B (Technical Evaluation Parameters) the eligible bidders will have to give the Presentation, for which the authorized committee of Tezpur university will evaluate the presentation (stage-B of Technical Evaluation) out of 30 points. The total Technical Score (TS) for stage-A & stage-B which is 100 will be scaled down to

70. Those bidders whose score is more than or equal to 60% (i.e.42 points out of 70 as TS as qualifying marks for further evaluation) will be shortlisted, and financial offers/Bid will be opened for those bidders only

**b) Financial Evaluation:**

The Financial bid for the above shortlisted bidder will be opened. The bidder with the lowest quoted rate will be assigned a score of 100. The other bidders will be allotted score relative to the score of bidders with the lowest quote, which will be as below:

$$FS = 100 \times FL/F$$

where, FS = The Financial score of the financial proposal being evaluated,

FL = The price of lowest priced financial proposal and

F= The price of financial proposal of the concerned bidder.

The above FS (Financial Score) will be Scaled down to 30 points.

**c) Final Evaluation:**

i) Scores obtained on the Financial Score (FS) out of 30 points will be added to score obtained on Technical Score (TS)out of 70 points to get a Consolidated Score (CS) out of 100 points.

ii) The bidder with the highest Consolidated Score (CS) will be selected.

iii) If there is a tie in the CS, the bidder with a higher score on the technical offer (TS) will be selected.

iv) During evaluation, the Tendering Authority will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.

v) The successful bidder has to execute an agreement with all the formalities.

## General eligibility of bidder

Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation. Corresponding documents as per eligibility parameter has to be submitted to get evaluated for respective technical parameter.

To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

SR. NO.	GENERAL ELIGIBILITY PARAMETERS	SUPPORTING DOCUMENT
1	The PSU should be in construction industry in India for more than 15 years and must have successfully executed work in state of Assam.	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head duly signed & sealed by an officer not below the rank of Executive Engineer.
2	The Bidder must have a valid GSTN certificate.	Copy of GST certificate
3	Profit and Loss statement indicating profit-making firm/company/organization for the preceding last 3 financial years before the release of this RFP.	CA certificate/ Self attested certificate on letter head duly signed & sealed by finance officer.
4	The PSU should have a positive net worth in the last 3 financial years. The bidders need to submit a net worth certificate for the same.	CA certificate/ Self attested certificate on letter head duly signed & sealed by finance officer.
5	The PSU should have completed construction work in any central/state government or educational institution in last 15 years	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head duly signed & sealed by an officer not less than rank of Executive Engineer.
6	The PSU must have experience of construction /Renovation of auditorium in any state/central government institute with seating capacity of more than 1500 along with audio-video, HVAC, fire safety & landscaping.	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head duly signed & sealed by an officer not less than rank of Executive Engineer.
7	The PSU must have experience in construction of auditorium in any state/central government institute for more than 5 years.	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head duly signed & sealed by an officer not less than rank of Executive Engineer.
8	Average annual turnover of minimum INR 200 Cr. per year, and a positive net worth for three (3) consecutive financial years preceding the bid due date. Audited financial statements for the last three (3) years and certificate from Statutory Auditor/Chartered Accountant.	CA certificate/ Self attested certificate on letter head duly signed & sealed by finance officer.
9	The PSU must be ISO 9001:2015 certified organization	Copy of certificate

10	The PSU must be headed /chaired by an IAS officer holding rank of not less than of Joint Secretary /equivalent.	Relevant supporting document
11	The PSU must have technical staff of not less than 2000.	Self attested certificate on letter head duly signed & sealed by an officer not less than rank of Executive Engineer.

Table 1.0: Technical Evaluation Parameters as given under:

SR.NO.	TECHNICAL ELIGIBILITY PARAMETERS	Maximum Marks	SUPPORTING DOCUMENT
1	The PSU should be in construction industry in India for : Experience up to 15 years : 5 Marks Experience between 15 to 20 years : 8 Marks Experience more than 20 years : 10 Marks	10	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive Engineer.
2	The PSU must have Experience of working in state of Assam	10	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive Engineer.
3	The PSU must have constructed/renovated more than 5 auditorium in central /state government institute. for: Experience of constructing/renovating 1 auditorium : 5 Marks Experience of constructing /renovating 2-3 auditorium : 7 Marks Experience of constructing /renovating 4-5 auditorium : 10 Marks Experience of constructing /renovating more than 5 auditorium : 15 Marks	15	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive Engineer.
4	The PSU should have average annual turnover of INR 200 cr. In last 3 FY. For: Turnover up to 200 Cr : 5 Marks Turnover 200 Cr – 500 Cr : 7 Marks Turnover 500 Cr – 1000 Cr : 9 Marks Turnover > 1000 Cr : 10 Marks	10	CA certificate/ Self attested certificate on letter head due signed & sealed by finance officer.

5	The PSU should have completed any single construction work in any central/state government institution of value more than 200 Crore.	5	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive
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SR.NO.	TECHNICAL ELIGIBILITY PARAMETERS	Maximum Marks	SUPPORTING DOCUMENT
			Engineer.
6	The PSU should have completed/in hand construction work in central universities of Indian state for amount of more than 250 Crore.	5	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive Engineer.
7	The PSU must have experience of construction /Renovation of auditorium in any state/central government institute with seating capacity of more than 1500 along with audio-video, HVAC, fire safety & landscaping.	10	Proof of work order copy/Handover Note/Client certificate/Self attested certificate on letter head due signed & sealed by an officer not less than rank of Executive Engineer.
8	The PSU must be ISO 9001:2015certified organization.	5	Relevant supporting document
9	Technical Presentation	30	To be presented before committee

## 6. AWARD OF CONTRACT

6.1 The work shall be awarded to the bidder with the highest Consolidated Score (CS) will be selected as mentioned in section 5.

The successful bidder shall have to execute the Contract Agreement / MoU as per Standard Contract Agreement / MoU attached with the bid document as Annexure — IV for taking up construction for this project with Tezpur University.

Construction Agency has to follow GFRs/CVC guidelines for awarding / selection of the work to contractors if the work is not executed by them departmentally.



- 6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT /CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the Tezpur university. This approved schedule /network shall be pre — requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.
- 6.3 **Performance Bank Guarantee/DD:** The successful agency shall submit performance guarantee in the form of Bank Guarantee @5% of the quoted amount of PMC charges amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

## 7. CONFIDENTIALITY

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

**8. Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Addl. Commissioner & Regional Director shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

**9. Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or interpretation thereof.

**10. Disputes:** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing

whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which:-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Vice Chancellor- Tezpur university whose decision shall be binding on both the parties.

**11. Integrity Pact:** The agency shall submit the pre-contract integrity pact as per the **Annexure-V** duly sealed and signed by the authorized person of the agency along with the technical bid.

[SECTION- 4]

FINANCIAL  
PROPOSAL

FINANCIAL PROPOSAL

NAME OF WORK: Construction of Multi Purpose Hall at Tezpur University Campus, Napaam.

**Budgetary amount for the work:** Rs. 15.00 Crore.

NAME OF CONSTRUCTION AGENCY:

Sl.No.	Description	Centage Charges*(limited to maximum 5 %) (in figures & words)
1.	CENTAGE/ CHARGES** for Construction of Multi Purpose Hall at Tezpur University Campus, Napaam  AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.	_____ % ****

**N.B :** The total amount of executed value including the centage charges shall not exceed the sanctioned budgeted amount of Rs. 15.00 Crore.

Seal of the Organization

Signature of the Authorized Signatory\*\*\*\*

\*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly.

\*\* Centage Charges means charges on the value of work executed or estimated cost whichever is lower including establishment / execution charges & taxes if any as per Contract Agreement / MoU.

\*\*\* Tezpur university shall be fully within its powers to test the reasonability of quoted Centage Charges against the benchmarks.

\*\*\*\*Authority letter from the Competent Authority not less than the rank of executive engineer for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To

Registrar,  
Tezpur University,  
Napaam, Sonitpur,  
Assam-784 028, .

**SUB: -**

**REF: Bidding Document No.** \_\_\_\_\_

Sir,

1. With reference to above, I/We are pleased to submit our bid /offer for the above work and I /We hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I/We are eligible to submit the bid for the above work and I/We are in possession of all the required and relevant documents.
3. **I/We have read all the terms and conditions of the STANDARD CONTRACT AGREEMENT/MoU as well as Bid Document and agree to sign the same in case of award of work.**
4. I/We have submitted all the documents as per Notice Inviting Bid.
5. I/We undertake and confirm that similar work(s) has / have got executed in \_\_\_\_\_ Departments / Govt. Organizations. Further that, if such a violation comes to the notice, then  
I/We shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of TEZPUR UNIVERSITY before date of start of work, the TEZPUR UNIVERSITY shall be free to forfeit the entire amount of Performance Guarantee.
6. I/We have separately enclosed an undertaking in the format as per Annexure—II.

**Yours faithfully,**

(Signature of the Authorized Representative)

**With Rubber Stamp**

**Date:**

\_\_\_\_\_

**Place:** \_\_\_\_\_

Note: This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority.

**UNDERTAKING**

**(On the Letter Head of the Organization)**

To

Registrar,  
Tezpur University,  
Napaam, Sonitpur,  
Assam-784 028, .

SUB:

REF: Bidding Document No. \_\_\_\_\_

Sir,

We undertake that—

1. I/We have no business or any other relationship with any of the TEZPUR UNIVERSITY Staff / Member of the University.
2. I /We have not employed any former employee of TEZPUR UNIVERSITY to work for our organization. Or  
I/We have employed TEZPUR UNIVERSITY Staff / Member of the University as per list attached to work for our organization and certify that there is no conflict of interest.
3. I/We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I/We have not suppressed or concealed any information pertaining to works executed by us.
5. I/We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criteria.
6. I/We have not abandoned any work and left work incomplete due to financial failures / Weaknesses or have a record of poor performance.

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

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

Place: \_\_\_\_\_

### Annexure-III

#### Brief Description & Scope of Work

#### (for illustration only)

Tezpur University was established by an Act of Parliament in 1994. The objects of this Central University as envisaged in the statutes are that it shall strive to offer employment oriented and interdisciplinary courses to meet the local and regional aspirations and the development needs of the state of Assam and also offer courses and promote research in areas which are of special and direct relevance to the region and in emerging areas in Science and Technology.

It is proposed to enter into an agreement / MoU with the selected eligible Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD for execution the work of construction of Multi Purpose hall at TU premises. (detailed scope as per annexure IV)

#### **Scope of Works:**

##### 1. Name of work

Description		Area Details	
S. No.	Name of Work: <b>Construction of Multi-Purpose Hall at Tezpur University Campus, Napaam</b>	Plot Area in Sqm. (Approx.)	Built Up area Sqm (Approx.)
<b>1</b>	Total Area	<b>1870.00 SqM</b>	<b>1910.69 SqM</b>

##### 2. The major plants and equipment's to be undertaken: **(for illustration only)**

- A) Civil works
- B) Electrical works
- C) Water supply & sanitary works
- D) Interior works
- E) HVAC
- F) Firefighting with Automatic alarm system.
- G) HT/LT Substations/UPS
- H) Passenger Lift
- I) Waste water Disposal
- J) Telephone conduit
- K) Site development
- L) Solar photovoltaic power generation system.
- M) CCTV system.
- N) LAN System
- O) Emergency light & illuminated signage.
- P) Any other E & M equipment. And exterior development work

## **Annexure-IV**

### **AGREEMENT**

Agreement for Construction Projects, Management & Supervision with Architectural Services for Execution of Construction projects of MP hall, works in Tezpur University Campus and its Extension Campus hereinafter referred to as Project".

THIS AGREEMENT made on the day of -----2024 between TEZPUR UNIVERSITY, having its Head office at Napaam, Sonitpur (A Central University), Assam. hereinafter referred to as "Owner" (which expression shall unless excluded by and repugnant to the context be deemed to include its successors and assigns) on one part and ----- hereinafter

referred to as the Project Management Consultant/Public Sector Undertaking (PMC in Short) and (which expression shall include its successors and assigns as permitted by the Owner) on the other part.

WHEREAS the owner intends to construct/execute the Tezpur University "Projects" as mentioned above and the PMC has agreed to take up the said project to the satisfaction of the owner.

AND WHEREAS the owner has agreed to appoint the ----- as PMC and the PMC has agreed to accept the said appointment on the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

#### 1. DEFINITIONS:

1.1 "Approval" means approval in writing by the designated officer of the owner.

1.2 "Contractor" means the contractor or contractors employed/appointed by the PMC on behalf of Tezpur University after inviting/ calling the tenders.

#### 2.0 GENERAL:

2.1 The PMC shall be paid Service charges on the projects as approved/ accepted by the Owner@ ----- of the actual cost of work (including contingency) to cover all charges such as establishment, overheads, etc. for planning/ pre-construction activities and execution of works based on the architectural drawings/ structural drawings, specification etc. as approved by the Tezpur university. The service charges shall be inclusive of GST as applicable from time to time.

2.2 The Administrative Approval & Expenditure sanction (A/A & E/S) issued by Owner is based on latest Central Public Works Department (CPWD) Plinth Area Rates and/ or Delhi Schedule Rates (DSR) suitably enhanced by cost index of the place as approved by CPWD prevailing at the time of issue of A/A E/S. For the places where approved cost index for the place and time is not available, available approved cost index of nearest place and time shall be followed. The rates of the items, which are not directly available in CPWD Plinth Area Rates, has been worked out on the basis of CPWD Delhi Schedule of Rates (DSR) or latest available DSR duly enhanced to account for the cost

index on similar lines as mentioned above. For electrical items CPWD, or latest Electrical DSR duly enhanced to account for cost index shall be similarly followed.

2.3 The work shall be completed within the amount of Administrative Approval & Expenditure Sanction (A/A& E/S). Prior sanction is to be obtained for any expenditure beyond this ceiling cost with revised estimate along with proper reasons/justifications for the excess expenditure. The owner, if satisfied with reasons/justifications submitted by the PMC, will issue revised A/A& E/S

and expenditure will be reimbursed on the basis of revised A/A& E/S. The decision of the Owner in this regard shall be final & binding on PMC. If at the time of finalization, it is noted that for some reasons payment has been released to the PMC in excess of the actual expenditure incurred, the same shall be refunded to the Tezpur University by the PMC within 30 days of excess coming to notice. Tezpur university shall have all right to adjust such excess from any sum due in this work or any other work or head. The decision of the Owner in this regard shall be final & binding on agency.

2.4 For variation up to 10% excess over and above the original A/A & E/S, proper justification of excess variation shall be submitted by the PMC and the funds in respect of excess expenditure will be released only if the justification given by PMC is found to be in order by the Tezpur University.

2.5 If variation beyond 10% excess over original A/A & E/S, is foreseen, the PMC shall immediately submit a Revised Estimate with proper justification and the funds in respect of excess expenditure will be released only if the justification given by PMC is found to be in order and approved by the Tezpur University.

2.6 The PMC shall not make any variation on its own from the approved LOP (Lay out plan), Drawings and scope of work as approved in A/A & E/S without the approval of Tezpur university. In case any variation is made with consent or approval of any other authority except Tezpur University, the responsibility shall lie on the PMC. The decision of the owner in this regard shall be final and binding on PMC.

2.7 PMC is responsible to ensure the quality and progress of the project. PMC shall ensure that the project is completed within the stipulated time and maintain the quality as per norms stipulated by Tezpur University / CPWD. The University may at its discretion, hire the services of an Independent Agency for Quality Audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.

2.8 The Construction Work is open to Technical/ Quality Audit by any Authorized Government Agency to which the PMC will render assistance in discharge of their duties.

2.9 PMC will ensure adherence to relevant CPWD Specifications, relevant GFR, BIS Codes, CVC Guidelines, Environment and other Regulatory Requirements and will also ensure observance of all Formalities / Documents / Day to Day activities as defined in CPWD Works Manual for Execution of 'Works Contract and/or as directed by the Tezpur University from time to time.

2.10 The PMC shall have to deposit @ 5% of the Consultancy Service Fee/ Charge, as the Performance Security within 15 days of signing the agreement



in the form of DD drawn upon any scheduled Bank in favour of "Finance Officer, Tezpur University." payable at Tezpur or FDR duly pledged in favour of Finance Officer, Tezpur University payable at Tezpur or as Bank Guarantee for which the format shall be provided to the PMC by the University at the time of executing the

agreement. This amount shall be refunded/released to the PMC without any interest on successful completion of project including defect liability period, as will be laid down in the Agreement/MoU. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security.

2.11 The Tezpur University reserves the right to seek additional detailed Status Reports as and when it may deem fit throughout the Project Period.

2.12 The PMC shall work towards minimizing, if not total elimination, of claims and disputes from the Contractors. While checking the Invoices and Bills submitted by the Contractors, the PMC shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by the Contractors towards fulfillment of their liabilities to the Works Contract.

2.13 The Procedures and Works Manuals based on which the Tender Documents to be prepared shall be as decided preferably on the basis of CPWD Manual or as directed by Tezpur University.

2.14 The PMC shall monitor and ensure that the Contractor(s) carry out Works/Services in compliance of Environmental Standards, Safety of the Works, Safety of Personnel/Public, and Safety of Construction Equipment complying Environmental and Safety Standards laid down in the Contract(s) and Quality Assurance Documents and Rules of the Local Bodies, or as referred in the Standard Manual.

2.15 The PMC shall monitor and ensure that every incident at the Work Site is reported and recorded immediately and that the Contractor takes corrective and preventive measures accordingly for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the Work Site through Control Documents and ensure that the Contractor(s) takes corrective and preventive measures to improve the practices to avoid accidents.

2.16 The PMC shall ensure that the Contractor complies to GRIHA requirements, if necessary and obtain monthly GRIHA Compliance Reports and submits the same to the Tezpur University after their review. The PMC shall ensure compliance of Environmental Safe Guard Measures implemented by the Contractors.

2.17 The PMC shall ensure implementation of various Labour Laws, Rules and Regulations including Employee Provident Fund and other Welfare Measures such as CAR Policy, etc., by the Contractor(s) as per the extent provisions and as laid down in the Contract(s).

2.18 The PMC shall be fully responsible for the soundness and correctness of all works executed by the Contractor, the soundness of design and the conformity of the work to the approved Plans, Designs and Specifications and Conditions of Contract applicable to the Subject Work.

## **2.19 PAYMENT MODE:**

- (a) The whole PMC with Architectural Services Job will be distributed into several packages to determine/specify the duration, contract value and professional fees.
- (b) In case of Construction activity, the University will deposit up to 33% (Thirty Three percent only) of approved estimated cost of the individual projects assigned as an Initial Deposit with the PMC within 15 days of assigning the project. Out of this Deposit Received, the PMC will release the payment to the various agencies.
- (c) Whenever about 70% of the Initial Deposit is spent by PMC, the University shall provide Additional Funds to the tune upto 66% (sixty six percent only) of the approved cost of the individual project cost on Written Demand with justification by PMC for timely completion of works.
- (d) The Balance 34% (Thirty four percent only) of the approved cost of the individual project shall be released to the PMC after completion of the work.
- (e) Separate account of the University Funds will be maintained by the PMC in a Nationalized Bank.
- (f) If any interest accrues in the Bank on the deposit/advance given by the University, then the same shall be credited to the Project Account of Tezpur University by the PMC.
- (g) During the execution of the Projects, the Expenditure and Utilization Certificate will be forwarded by the PMC in an approved CPWD Format on monthly basis to the University on or before 5th day of the month.
- (h) The PMC shall hold 2.5% Security Deposit of the Contractor which shall be released after the successful & satisfactory completion of Defect Liability Period for each package of work after a Certificate is submitted to the University by the Consultant stating that no defects are pending (for new works only).
- (i) The payment mode of Consultancy Fees / Service Charges of the PMC shall be on percentage physical progress of the project and on certification by the authorized Engineer of Tezpur University.

## **2.20 Other Responsibilities of PMC:**

- (i) Settlement of all Accounts of the Contractors including reconciliation of materials supplied to the Contractors, if any.
- (ii) Ensuring of Defect Liability Activities by the Contractors during the Respective Liability Periods.
- (iii) Organizing/providing all operation and Maintenance Manuals through Contractors and training to the University Staff.

- (iv) Preparation of Final Report, which shall contain detailed Technical & Financial Information of the Project.
- (v) The PMC will ensure all possible Mandatory Tests at Site, as per relevant Indian Standard Codes / National Building Codes/CPWD manual, etc.
- (vi) Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any)
- (vii) Conduct Arbitration matters between various Agencies till final settlements of disputes for which the cost will be borne by the PMC.
- (viii) The PMC shall prepare draft replies and get it vetted from the University in replying to the observations made by CTES Branch/ CAG Audit/ Vigilance etc., if required.
- (ix) The PMC shall handover the Buildings & other Structures complete in all respect, free from all encumbrances including the Vacation of Temporary Workers, Hutments etc. at the Site, if any, to the University.
- (x) The PMC shall maintain all Registers/ Records during execution of Works as stipulated in the CPWD Works Manual (latest version) or as directed by the Tezpur University.
- xi. At the end of every Financial Year and at the end of the Works/Services, the PMC shall submit an Expenditure and Utilization of Funds Statement, including the interest accrued in Bank, in the format of the CPWD Works Manual/UGC within 30 days. The interest earned on deposits to be transferred to the Project Account of Tezpur University.

### 3. SCOPE OF THE WORK:

The scope of the Work is to Construction of Multi-Purpose Hall at Tezpur University Campus, Napaam As and when required.

The total estimated cost of project is **approximately Rs 15.00 Crore.**

#### **3.1 Pre-Construction Stage / Service Stage:**

##### **3.1.1 Architectural Consultancy by the PMC**

###### **3.1.1.1 (a) Scope of Work:**

- (i) Taking client's instructions, preparation of plan-design and briefing the same accordingly.
- (ii) Site evaluation, analysis and immediate impact of existing and/or proposed development on its environs.
- (iii) Design and site development.
- (iv) Structural design.
- (v) Sanitary, plumbing, drainage, water supply and sewerage design.
- (vi) Electrical, Electronic, communication system and design.
- (vii) Heating, ventilation and air conditioning design (HVAC) and other mechanical system.
- (vi) Elevators, escalators, etc.
- (x) Fire detection, fire protection, lightening arresters and security system etc.
- (x) Interior architecture
- (xi) Roads, pathways etc.
- (xii) NR/Minor Addition / Alteration / Maintenance

###### **3.1.1.1 Data collection:**

- (i) Ascertain client's requirements, examine site constraints & potential.
- (ii) Study of existing infrastructure, accessibility, circulation pattern.

###### **3.1.1.2 Preliminary design and drawings:**

- (i) To prepare the concept drawings, preliminary drawing, sketches etc. of the buildings etc. for the client's approval along with preliminary estimate of cost on area basis etc.
- (ii) The Architectural Preliminary Design documents shall include: Site plan & Landscape plan, Building floor plans, Sections and Elevations, Preliminary details, Enlarged plans, Preliminary Specifications, 3D rendering etc.

(iii) The documents of Engineering Preliminary Design shall include: Electric supply including source and distribution, water supply including source and distribution, Energy saving planning strategies for HVAC, firefighting, sub-station, rain water harvesting/water conservation/recycling of water etc., waste water & solid waste disposal, solar energy system installation & planning, appropriate parking space, disposal system for hazardous waste from research laboratories.

**3.1.1.3 Drawings for Approval of client and statutory bodies:**

(i) To prepare drawings necessary for client's/statutory bodies approvals.

(ii) Ensure compliance with relevant national codes, standards and legislation, as applicable.

**3.1.1.4 Working Drawings and Bid Documents:**

(i) To prepare working drawings, specifications and schedule of quantities, necessary for preparing the Bid documents in accordance with the Standard Norms.

(ii) To submit Bid documents including the detailed estimate & BOQ duly vetted and audited by the competent Technical personal of the PMC or any other Govt. Organization to the University Engineering Section/Authorized Officer before Bidding.

(iii) On behalf of Tezpur University, the PMC will do pre-Bidding activities like preparation of notice inviting Bids, giving wide publicity of Bids, receipt of Bids and opening of Bids, as per norms of CVC/CPWD/University Guidelines by the PMC.

(iv) On behalf of Tezpur University, the PMC will float the Bids, and award the Work after the Approval of the Tezpur University.

(v) The PMC will also do Site Survey and Geotechnical Investigations (as required).

(vi) The PMC will submit the Good for Construction (GFC) drawings in Three Sets for approval to the University Engineering Section before starting the Construction Work of the Project.

(vii) GFC will also include the Mechanical, Electrical & Plumbing (MEP) Drawings, and all required Architectural drawings duly approved by Local Statutory Bodies (as required), Structural Drawings- proof checked/vetted by Govt. Agency or Govt. Institutions, External Development details, Drawings & Documents etc.

(viii) The Tezpur University Engg. Section will issue the GFC drawings to the PMC after taking due approval from University Authority for its execution.

**3.1.2 Planning and Co-ordination:**

3.1.2.1 The PMC shall do Execution Planning Work, Resource Planning, Scheduling and Implementing Construction Programs to complete the Project and Works/ Services in time. Ensuring proper Quality Control and Safety Practices in the planning and coordination phase, the PMC should develop safety procedures as per Occupational Safety and Health Administration (OSHA) or any other prevailing & relevant Body. These should then be implemented during Construction and Service Works.

3.1.2.2 Documentation of all projects, Housekeeping, Security, Horticulture, NR Minor Addition / Alteration / Maintenance works related matters shall be maintained by PMC and to be provided to the Engg. Wing of Tezpur University as and when required.

3.1.2.3 Preparation of Periodical Reports relating to Time, Cost and Quality.

3.1.2.4 Manage the contracts according to the Conditions of Contract.

**3.2 Construction / Service Works Supervision:**

3.2.1 Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor the all Architectural progress of works as per approved

Drawings, Construction Procedures, Quality Control in house and also Third Party testing and setting of Site Laboratories for effective Quality Control, Safety Practices and to ensure quality in day-to-day work as per Specifications and Standards.

3.2.2 The PMC should provide a quarterly update on the progress of work and expenditure to Tezpur University and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.

3.2.3 Check all the measurements recorded in the Measurement Books by Contractor at Site with respect to approved drawings and certify the accuracy.

3.2.4 Check the Bills submitted by the Contractor and certify its authenticity.

3.2.5 To make all correspondence with the Contractors for proper execution of work as per GFC in time.

3.2.6 Co-ordinate with all Agencies working at Site and liaise with Local Authorities for obtaining appropriate Permissions/Commencement Certificates, etc. The Tezpur University shall, if required, write appropriate request letters and extend its help in obtaining clearances,

3.2.7 Conduct frequent Periodic Meetings with the contractors.

3.2.8 The testing of materials, design mix, any other test to be carried out, for quality control during construction of the Project, must be done as per the relevant provisions of the Indian Standard (IS) Codes and National Buildings Code/CPWD manual.

3.2.9 The PMC will be solely responsible for any deviation in the work executed without the written approval of the Tezpur University for which no payment will be made. No extra/substituted item shall be executed without the prior written approval of the competent authority.

### **3.3 Post Construction:**

3.3.1 Ensure proper commissioning and handing over for occupation for the completed project in all respects including external development & approaches as approved by Tezpur University.

3.3.2 Ensure maintenance during the defect liability period (12 Months) after successful handing over of the completed project to the Tezpur University.

3.3.3 The PMC will be solely responsible for any financial, technical and legal issues related with the construction project and other service works entrusted to the PMC.

3.3.4 The PMC will submit all relevant final drawings in 3-Sets after completion of the Project to the University Engineering Section of the Tezpur University including certificates/approvals obtained from various agencies and Statutory Bodies.

3.3.5 The PMC will also submit the Guarantee/Warranty related Documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed Projects.

3.3.6 The PMC will hand over a Certified Copy of the material testing report, design mix report, any other tests carried out as per the relevant IS Code/National Code provisions for the completed projects to the Tezpur University.

## **4. The following words and expressions have the meaning hereby assigned to them.**

- |             |   |                                |
|-------------|---|--------------------------------|
| a. Employer | : | Registrar, Tezpur University   |
| b. Year     | : | Financial Year                 |
| c. GFC      | : | Good for Construction.         |
| d. PMC      | : | Project Management Consultant. |
| e. IS       | : | Indian Standard.               |

f. NR : Non-recurring

## **5. PRICE REDUCTION SCHEDULE (PRS) DUE TO LIQUIDATED DAMAGES**

5.1 In case PMC fails to complete the services within the stipulated period including justifiable extension granted by Tezpur University, then unless such failure is due to force majeure as defined elsewhere in the Document or due to Tezpur University's default, there will be a reduction in Contract Price 0.50% for each week of delay or part thereof subject to a maximum of 10% of Contract Price of individual project.

5.2 Tezpur University may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to PMC from its obligations and liabilities under the Contract or by recovery against the Performance Bank Guarantee.

5.3 The above percentage of price reduction are genuine estimate of the loss/damage which Tezpur University would have suffered on account of delay/breach on the part of PMC and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. The decision of Tezpur University in the matter of applicability of

price reduction shall be final and binding.

### **6 STAFFING SCHEDULE:**

6.1 The total Implementation Period for the PMC will consist of (i) Individual Construction Periods of Works Contract and (ii) a Defects Liability Period during which the PMC will only require part time input over the first 12 months of completion of Contract, as per the arrangement proposed.

6.2 During the first 12 months of Defects Liability Period, the PMC Team Leader along with other Staff will be required to continue on a Periodic Basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the Construction Works.

6.3 After the award of the Contract to the PMC, Tezpur University expects all the Proposed Key Personnel to be available during the implementation of the Contract as per the agreed Staffing Schedule. Tezpur University will not consider substitutions during Contract implementation except under exceptional circumstances. In case of such replacements, the PMC will ensure that there is a reasonable overlap between the Staff to be replaced and the replacement wherever feasible/possible.

### **7 ASSIGNMENTS:**

The PMC shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to the Third Party without the prior approval in writing of Tezpur University which Tezpur University shall do at its discretion. However, in event of that all Technical/Legal/Financial/Contractual Obligations shall be binding on the PMC only.

### **8 LIABILITIES:**

Without Prejudice to any provisions expressed in the Agreement, the PMC shall be solely responsible for any delay, lack of performance, breach of Agreement and/or any default under this MoU. The PMC shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the Provisional Acceptance Certificate of the Contract. The amount of liability will be on the basis of actual loss/damage and it will be the maximum of 5% of Consultancy Fee charged by the PMC.

### **9 CONTRACT AGREEMENT:**

The Contract Agreement has been made between the Tezpur University and the empanelled PMC. Tezpur University has all the rights reserved to make alterations in the conditions of payment of Consultancy Fee (if any) in the interest of the University.

**10 EXTENSION OF CONTRACT:**

In the interest of the University, in order to complete certain ongoing projects, the Tezpur University reserves the right to extend the period of Contract maximum of two years .

**11 TERMINATION OF CONTRACT**

11.1 Termination for Default: Tezpur University reserves its right to terminate / short close the Contract, without prejudice to any other remedy for Breach of CONTRACT, by giving One Month Notice if the PMC fails to perform any obligation(s) under the CONTRACT and if the PMC does not cure its/his failure within a period of 30 days (or such longer period as Tezpur University may authorize in the writing) after receipt of the default Notice from Tezpur University.

11.2 Termination for Insolvency: Tezpur University may at any time terminate the CONTRACT by giving Written Notice without compensation to the PMC, if the PMC becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Tezpur University.

11.3 Termination for Convenience: Tezpur University may, terminate the Contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by

Tezpur University till the date upon which such termination becomes effective.

**12 Responsibility of Consultant:**

- The Consultant shall not delegate their work to any other agency without prior approval of the Tezpur University.
- The Consultant shall discharge their obligation under this Agreement in accordance with the agreed time schedule and with due care, diligence and competence generally as stipulated under scope of work
- Consultant shall supervise the work, as already explained in the scope of work.
- To meet their obligations under this Agreement, the Consultant shall employ at site their own manpower so that on completion of the project the Tezpur University shall have no responsibility for absorbing.

**13 Professional Misconduct**

- If at any time, it is noticed that deliberate attempt has been made by the consultant to cause over payments to the contactors by over- measurement or over estimation of rates or sub-standard work is accepted and recommended for payment, the amount shall be recovered from the payments due to consultant not only from this contract but also from any other contract awarded by this Tezpur University and other means available to the Tezpur University. The matter will be viewed as a professional misconduct and strict action as per laws will be taken.

**14 Amendment to the Agreement**

Any amendments or modifications to this Agreement must be in writing and shall be signed by both the parties.

## **15 Confidentiality**

Except with the prior written consent by the Tezpur University, the consultant and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The consultant shall not publicize any information pertaining to University which is discussed with them during the course of execution of work in the interest of project completion.

## **16 Third Party Liability**

- The Tezpur University shall not be liable for any injury/death, caused to any official, employee, representative or agent of the consultant or their sub consultants working at the site or damage to their properties for any reason whatsoever and Tezpur University shall not entertain any claim from any person on that behalf.
- It would be the responsibility of the Consultant to get their Officials, employees, representative, agents or their sub Consultant insured against the possible risks involved in the discharge of their duties at the work site.

## **17 Penalties**

After quality monitoring and checking of works carried out by the consultant, if such checks disclose that works carried out by the consultant do not meet the specified requirement, the Tezpur University will not pay the Consultant fees for the affected portion. In addition, the consultant will incur a penalty equal to 100% of such fee and without entitlement to payment of further fees in this respect.

## **18 JURISDICTION**

The Agreement has been entered into at Tezpur and its validity, construction, interpretation and legal effects shall be to the exclusive jurisdiction of the Courts of Tezpur. No other jurisdiction shall be applicable.

## **19 ARBITRATION:**

Any and all disputes arising from this Agreement or a breach thereof shall be first informed and settled amicably through mutual discussions within 30 days from notice of dispute by either of the party.

In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration.

Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act, 2015 or as amended from time to time, to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the responsibility of the Tezpur University and the parties shall consent to the same.

(a) the arbitration proceedings shall be held at Tezpur University, Puducherry, India and language used in this proceedings shall be English.

(b) the decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.

(c) the decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.

(d) the parties shall use their best endeavours to ensure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.

(e) the courts in Tezpur, India shall have exclusive jurisdiction in relation to this contract including this clause.



(f) all fees and other costs pertaining to arbitration proceedings shall be borne equally by the respective parties.

**20 FORCE MAJEURE:**

1. Notwithstanding the provisions of contract, the parties shall not be liable for forfeiture of its performance, security, penalties or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure,

2. For purpose of this clause, 'Force majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a "Force majeure" situation exists or not, shall be decided by Tezpur University and its decision shall be final and binding on the PMC and all other concerned.

3. In the event that the PMC is not able to perform his obligations under this agreement on account of force majeure, it will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 07 Days, Tezpur University has the right to terminate the agreement.

**21 BREACH AND REMEDIES:**

The PMC agrees to indemnify the University against any and all losses, damages, claims, or expenses incurred or suffered by the University as a result of the PMC negligence or breach of this Agreement.

The PMC understands and acknowledges that any negligence or breach of this Agreement may cause the University irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the University shall have the right to apply to a court of competent jurisdiction for an order restraining any such further breach and for such other relief as the University shall deem appropriate. Such right of the University shall be in addition to Remedies otherwise available to the University at law or in equity.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET UNTO THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

For and on  
behalf of PMC  
(with full  
address)

For and on  
behalf of Tezpur  
University

WITNESSES

1.....  
.....

2.....  
.....

WITNESSES

1.....  
.....

2.....  
.....