



TENDER DOCUMENT

For

**CONSTRUCTION OF BOUNDARY WALL
BY WAY OF BRICK WORK AT CITY
OFFICE BEMINA SRINAGAR**

**ISLAMIC UNIVERSITY
OF SCIENCE AND TECHNOLOGY
AWANTIPORA, JAMMU & KASHMIR(UT)**

**EXECUTING AGENCY
EXECUTIVE ENGINEER
ISLAMIC UNIVERSITY OF SCIENCE & TECHNOLOGY,
AWANTIPORA, JAMMU & KASHMIR-192122**

**ISLAMIC UNIVERSITY
OF
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NOTICE INVITING TENDER

E-NIT No: -IUST/EW/24/TEND/CVL/BWBEM/21 Dated: - 06-01-2025

For and on behalf of Hon'ble Vice Chancellor, Islamic University of Science and Technology, Awantipora, J&K UT, E-Tenders (in Two-cover system) are invited on percentage basis, from approved and eligible contractors registered with J&K State Govt. / CPWD / Railways or other State / Central Govt. Departments for the following work.

TENDER DETAILS **Table A**

1.00	Name of work	Construction of Boundary Wall by way of Brick Work at City office Bemina, Srinagar.
2.00	Advertised Cost of Work	Rs. 54,03,654.00 (Rupees Fifty Four Lac Three Thousand Six Hundred and Fifty Four Only)
3.00	Cost of document	(Non-refundable) Rs. 3,500/- (Rupees Three Thousand Five hundred Only). Account No: SB 0693040520000164. Account Name: IUST Engineering Division IFSC Code: JAKA0ECIUST.
4.00	Earnest Money Deposit (2% of Advertised Cost)	Rs. 1,08,073.00/= (Rupees One lakh Eight thousand and Seventy Three only) in shape of CDR/FDR/BG.
5.00	Class of Contract	Class "A & B"
6.00	Date of Issuance of Tender	06-01-2025
7.00	Document Download Start Date	06-01-2025
8.00	Bid submission Start Date	06-01-2025
9.00	Bid submission End Date	25-01-2025 Up to 6:00 pm.
10.00	Time & Date of opening of Technical Bids	Bids shall be opened at IUST on 27-01-2025 AT 10.00 am.
11.00	Time, Date & Address of opening of Financial Bids	To be notified after technical bid evaluation is completed
12.00	The 1st lowest bidder has to produce an amount equal to 5% of contract as Performance Security in the shape of CDR/FDR/BG in favour of FINANCE OFFICER IUST Valid For 60 Days Beyond DLP (DLP Period Shall be 36 Months)	As per time specified in SBD.
13.00	Availability of Tender document	Tender document can be downloaded from website. (https://jktenders.gov.in .)
14.00	Bidding process	On-line
15.00	Bid Validity	90 Days
16.00	Time Allowed for Completion of Work.	03 Calendar Months
17.00	Position of AAA	Accorded.
18.00	Position of Technical Sanction	Committed.
19.00	Position of Funds	Available.

*Sd/ -
Executive Engineer
IUST Awantipora*

IMPORTANT INSTRUCTION TO BIDDERS REGARDING THE TENDERING PROCESS

- A. The Bidding documents Consisting of qualifying information, eligibility criteria, specifications, Drawings, bill of quantities (B.O.Q), Set of terms and conditions of contract and other details can be seen/downloaded from the website www.jktenders.gov.in as per above schedule:
Note:- The Bidders are advised to read all conditions laid down in the NIT carefully before uploading softcopy, any short fall found in the soft copy, the tender shall be rejected.
- B. The bidder must upload the receipt copy of cost of document fee amounting to **Rs. 3,500.00 (Rupees Three Thousand Five Hundred Only)** deposited in the below mentioned account only.
Name of the Account: IUST Engineering Division.
Account No: 0693040520000164.
IFSC Code: JAKA0ECIUST
The University shall not be responsible for any delay in online submission of receipt due to any reasons also no receipt in any format shall be accepted beyond the given time and Date. The receipt shall be in between the bid start and bid end date.
- C. All bidders have to submit **Earnest Money Deposit (2% of advertised Cost) i.e., Rs. 1,08,073.00/=** in shape of CDR/FDR/BG pledged in favour of Finance Officer IUST only while the submission of tenders. The EMD in shape of Bank Guarantee/ CDR/FDR should be valid for 45 days beyond Bid Validity period. The EMD shall be released after receipt of Performance Security from the lowest bidder.
- D. The 1st lowest bidder has to produce an amount equal to 5% of contract as Performance Security in the shape of CDR/FDR/BG in favour of Finance Officer IUST within 21 days after the date of receipt of letter of acceptance/Intent and shall be released after successful completion of DLP. The Bank Guarantee/ CDR/FDR should be valid for 60 days beyond DLP.
- E. The date and time of opening of Financial-Bids shall be notified on Web Site www.jktenders.gov.in and conveyed to the bidders automatically through an e-mail message on their e-mail address through www.jktenders.gov. The Financial-bids of Responsive bidders shall be opened online at IUST Awantipora.
- F. The bids for the work shall remain valid for a period of 90 days from the date of opening of technical bids.
- G. The earnest money shall be forfeited, If :-
a) Any bidder/ tenderer withdraws his bid/ tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.
b) Failure of Successful bidder to furnish the required performance security within specified time period issue of letter of intent.
c) In case contractor fails to execute the agreement within 28 days after fixation of contract.
- H. Instruction to bidders regarding e-tendering process.**
a) Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website www.jktenders.gov.in to acquaint bid submission process.
b) To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendors.
c) The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form.
d) Bids will be opened online as per time schedule mentioned
e) Bidders must ensure to upload scanned copy of all necessary documents mentioned in NIT and SBD (Checklist) with technical bid. Documents which has/have not been uploaded shall not be entertained in form of hard copy. However, in case of any clarification the bidders shall have to produce original documents in support of soft copies if need arises.

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- f) All bidders shall upload Enlistment Registration Card Verification Certificate from concerned Chief Engineer /Superintending Engineer.

Note: - Scan all the documents on 100 dpi with black and white option.

- I. The department will not be responsible for delay in online submission due to any reasons.
- J. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the Percentage rate inclusive of all taxes and it should be saved with the same name as it contains.
- K. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes up to completion of the work unless otherwise, specified.
- L. Defect Liability Period shall be 36 Months after date of completion.**
The DLP shall be calculated from the date of certificate completion of work and period shall be 36 Months. the defects noticed in the work during execution or DLP shall be corrected by the contractor within the length of time specified by the Engineer. if the contractor dose not correct the defects pertaining to DLP to the satisfaction of the engineer within the time specified, the Engineer will assess the cost of having the defects corrected and contactor will pay this amount on correction of defects.
- M. All key construction material (i.e., cement, steel, bitumen, pipes etc) shall have to be arranged by the contractor strictly as per specifications with the approval of Engineer-in-charge i.e., Executive Engineer.
- N. Qualification criteria for the work and other terms and conditions are contained in the Standard bidding document.
- O. Unbalanced Bid:** The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR / FDR/ B.G before award of contract in case the bid of the successful bidder is found to be unbalanced and the following scale shall apply there to: -

S. No	Percentage of unbalanced bid viz -a- viz Adv. Cost	Additional performance security to be deposited on quoted bid by L1
1	up to and including 15% below	Nil
2	>15% up to and including 20% below	5%
3	>20% up to and including 25% below	10%
4	25% up to and including 30% below	15%
5	>30% below	20%

No: - IUST/EW/24/TEND/CVL/BWBEM/21

Dated: - 06-01-2025

**Sd/-
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IUST Awantipora**

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CHECK LIST FOR BIDDERS

S. No.	Description
1.	Scanned Copy of Registration Card with latest Renewal <i>The contractors registered with PW(R&B) Deptt. shall have mandatory online registration on JKPWDOMS portal along with latest renewal and for the contractors whose registration/ renewal is issued by other department shall also register online on JKPWDOMS portal (Same to be Uploaded).</i>
2.	Registration Card Verification Certificate from issuing authority
3.	Power of Attorney for signing of bid (Cl. 4.3n sec. 3 of SBD)
4.	Integrity Pact & Agreement (Cl. 26.70 of SBD Pg no: 23 to 28 of SBD/TD)
5.	Receipt of Tender document cost i.e., Rs. 3,500.00/=
6.	Earnest Money Deposit (2% of advertised Cost) i.e., Rs. 1,08,073.00/= in shape of CDR/FDR/BG only
7.	PAN No (Cl. 4.3e sec. 3 of SBD)
8.	latest clearance certificate FORM GSTR- 3B of the preceding month (Oct)/quarter (Jul-Sep)(Cl. 4.3q sec. 3 of SBD)
9.	Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work (Cl. 4.3j Sec. 3 of SBD)
10.	Undertaking that the Bids shall remain valid for a period not less than 90 days (One hundred twenty days) from the date of opening of technical bids (cl. 15.1 of SBD)
11.	Undertaking the bidder shall mandatorily upload information regarding being blacklisted / debarred from any Government, Semi Government organizations e.g., C.P.W.D, PWD, Railway authority etc. and Municipal Corporations. Such bidder shall not be allowed to participate in the tendering process during the period of his debarment. (Cl. 4.3p of SBD)
12.	Undertaking Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount. (Cl. 4.3l Sec. 3 of SBD)
13.	Affidavit on Correctness of information submitted with the Bid. (Cl. 4.3m sec. 3 of SBD)
14.	ITR's for the last Five financial years i.e. 2019-20 to 2023-24.

IMPORTANT NOTE FOR QUALIFYING TECHNICAL EVOLUTION:

- 1. All Bidders must Upload all the documents enlisted in this checklist from S.No 1 to S.No 14.**
- 2. The particulars in all the Undertakings, Agreements etc must be duly filled along with Sign & Stamp.**

If any of the mentioned above document is found missing the bidder is liable for disqualification.

However, bidders have to fulfil all the other requirements of NIT and SBD.

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**STANDARD BIDDING
DOCUMENT**

FOR

**CONSTRUCTION OF BOUNDARY WALL
BY WAY OF BRICK WORK AT CITY
OFFICE BEMINA SRINAGAR**

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OF SCIENCE AND TECHNOLOGY
AWANTIPORA, J&K**

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INSTRUCTIONS TO BIDDERS (ITB):

TABLE OF CLAUSES

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GENERAL:

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in the ITB. The bidders may submit bids for any or all of the works detailed in the table given in the ITB.

1.2 The successful bidder will be expected to complete the Works by intended completion date specified in the Contract data.

1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tender, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

2.1 The expenditure on the budget will be met from the budget of Govt. of India. .

3. Eligible Bidders

3.1 This Invitation for Bids is open to all Bidders as mentioned in NIT (Individual/Joint Venture). Joint venture bidding is allowed for the works costing Rs.15.00 Crores and above in J&K UT.

3.2 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the work, and any of its affiliates shall not be eligible to bid.

3.3 Bidders from Joint Venture are allowed as per 3.1 and as per clause 2.11 of Section- 2 (qualification Information).

4. Qualification of the Bidder (Technical Bid Qualification)

4.1 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information, preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedures along with Quality Assurance Plan(QAP), proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion

4.2 In the event that prequalification of quotation bidders has been under taken, only bids for prequalified bidders will be considered for award of contract, The qualification bidders should submit with their bids any information updating their original prequalification application’s application or alternatively confirm in their bids that the originally submitted prequalification remains essentially correct as of date of bid submission. The update of confirmation should be provided in section 2 a copy of the original prequalification application and letter of prequalification should also be furnished. With the updated information, the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following the information in Section 2.

4.3 All the bidders shall include the following information and documents with their bids in

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Section -3 Qualification Information unless otherwise stated in Appendix to ITB

- a) Copies of original documents defining the constitution or legal status, registration card with latest renewal, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder
- b) Financial turn over, year-wise, achieved on execution of civil engineering works for the last Five years i.e. 2018-19 to 2022-23 duly certified by the Chartered Accountant. **(NOT APPLICABLE)**
- c) Completion Certificate of having executed and completed or substantially completed successfully single work of similar nature as defined under clause 4.4 b and clause 1.5 b of qualification criteria in any Govt. or Semi-Govt. Department during the last 7 (Seven) years duly issued by an officer not below the rank of Executive Engineer or equivalent. **(NOT APPLICABLE)**
- d) The bidder shall also furnish details of other civil works of similar nature executed and completed in any Govt. or Semi Govt. department during the last 5 years .and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts; **(NOT APPLICABLE)**
- e) Copy of PAN card issued by the Income TAX Authority.
- f) Reports on financial standing of the bidder such as profit and loss statement, balance sheet and auditors report for the last Seven Financial years and supported with ITR and TDS for the last Five years. i.e. 2018-19 to 2022-23.
- g) Major items of construction equipment proposed to carry out the Contract; **(NOT APPLICABLE)**
- h) Qualifications and experience of key site management and technical personnel proposed for contract; **(NOT APPLICABLE)**
- i) Evidence of access to line(S) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old). **(NOT APPLICABLE)**
- j) Undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.
- k) Authority to seek references from the Bidder's bankers;
- l) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- m) Affidavit on Correctness of information submitted with the Bid.
- n) Power of attorney.
- o) Warranty From (to be duly Signed by the bidder)
- p) Undertaking the bidder shall mandatorily upload information regarding being blacklisted / debarred from any Government, Semi Government organizations e.g., C.P.W.D, PWD, Railway authority etc. and Municipal Corporations. Such bidder shall not be allowed to participate in the tendering process during the period of his debarment.
- q) Achieved a minimum average financial turnover on execution of Civil Engineering works (defined as billing for works in progress or completed in all classes of Civil Engineering construction works only) during any three out of the last Five financial years (2018-19 to 2022-23) not less than 50% of the proposed contract /contracts applied. The information supplied in this connection should be duly certified by a Chartered Accountant and be duly supported by TDS and Income Tax Returns for the last seven years. **(NOT APPLICABLE)**
- r) Bidder shall furnish proof of latest returns in GST-3/GSTR-3B. FORM GST –3B i.e. latest clearance certificate FORM GST- 3B of the preceding month/quarter (as the case may be) to the issue of NIT. Illustrations: - For the NIT issued in October 2023, the bidder has to upload the latest clearance certificate FORMGST- 3B of the preceding month i.e. September / Quarter (July-September).
- s) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. The bidder shall prepare the QAP (Quality Assurance Plan) as per the manual /guidelines available on the departmental website. (refer Clause 4.1 &4.2 of ITB) **(NOT APPLICABLE)**

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Bids for joint venture are accepted for the works valuing Rs.15.00 Crore and above. (To be read with clause 2.11& 2.12 of section-2 –Qualification Information.)

4.4 (A) Pre-qualification criteria:

a) General Construction Experience: Annual Turnover

The applicant should have achieved minimum annual value of general construction work (as certified by Chartered Accountant, which is from Civil Engineering construction works carried out in any of the last Seven financial years, calculated by applying multiplying factor of 2 for calculation of available bid capacity.

However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

b) Particular Construction Experience and Key Production Rates

The applicant should have: **(NOT APPLICABLE)**

1. Successfully completed or substantially completed similar works during last Seven years/ Last 84 months ending last day of month previous to the one in which applications are invited should be either of the following :-

1.1 Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost;

or

1.2 Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost;

or

1.3 One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost

2. The applicant should also have achieved the minimum annual production value of the key construction activities (e.g RCC Framed Building Construction, Earth Work, Concrete Work, Finishing Works etc) stipulated.

The similarity of work shall be pre-defined based on the physical size, complexity methods/technology and /or other characteristics, and scope of works. **Substantial completions shall be based on 90 (ninety) percent (value wise) or more works completed under the contract.** For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. **For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.**

However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

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4.5 (B). Each bidder should further demonstrate: (NOT APPLICABLE)

- (a) Availability (either owned or leased or by procurement) of the key and critical equipment for this work as per Annexure –I below.

(To be included for bids valued over Rs.5.00 Cr). Based on the studies, carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I below: -

**LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON
CONTRACTWORK FOR BULIDING WORKS**

S. No	Type of Equipment	Maximum Age as on date of NIT	Work valuing up to 15 Crores	Above15 Crores Upto Rs.30.00 Crore.
1	Tipper /Trucks	5-7	3	5
2	Excavator	4	2	2
3	Mixer	3	2	2
4	Lift mixer	2	1	1
5	Concrete vibrator	6	4	5
6	Generator 125 kv	3	1	1
7	Motor Grader	3	1	1
8	Welding machine	2	1	1
9	Dewatering pump 100mm	2	1	1
10	Shuttering kit ply / steel (1500 TO 2000 Sqm)	2	1	1

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LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK FOR BRIDGE/ROAD WORKS

S. No	Type of Equipment	Maximum Age as on date of NIT	Work valuing up to 15 Crores	Above 15 Crores Upto Rs.30.00 Crore.
1	Tipper /Trucks	5-7	3	5
2	Excavator	4	2	2
3	Mixer	3	2	2
4	Lift mixer	2	1	1
5	Concrete vibrator	6	4	5
6	Generator 125 kv	3	1	1
7	Motor Grader	3	1	1
8	Welding machine	2	1	1
9	Dewatering pump 100mm	2	1	1
10	Shuttering kit ply / steel (1500 TO 2000 Sqm)	2	1	1
11	Dozer	5	1	1
12	Front end loader	5	1	1
13	Smooth wheeled roller	5	1	2
14	Vibratory Roller	5	1	1
15	Paver Finisher with Electronic Sensor(Mandatory for Works valued over Rs.5.00 Cr)	5	1	1
16	Water Tanker	5-7	1	1
17	Bitumen Sprayer	5-7	1	1
18	cold milling machine	5	1	1
19	Tandem Roller	5	1	1
20	Hot Mix Plant with Electronic controls (Minimum 40 – 60 TPH Capacity)	5	1	1

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The Engineer in charge shall be at liberty to direct the contractor to get additional plant and equipment if necessary for timely complementation of project. The applicant should own or should have assured ownership/lease/hire the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

The Bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 12 of ITB to allow the employer to review their proposal. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) Availability for this work of personnel with adequate experience as required as per Annexure-II.

LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK

S.no	PERSONAL	QUALIFICATION	Up to 15 Crores	15 crores above Up to Rs.30.00 Crore.
1	Project Manager	B.E Civil +10Years Exp Or Diploma in Civil with 15 years experience	1	1
2	Site Engineer	B.E Civil +3Years Exp Or Diploma with 7 years experience	1	2
3	Plant Engineer	B.E Mech. + 3 Years Exp. Or Dip. Mech.+ 7 Years Exp.	1	1
4	Quantity Surveyor	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 10 Years Exp.	1	1
5	Soil & Material Engineer	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 10 Years Exp.	1	1
6	Survey Engineer	B.E Civil+ 5 years Exp. Or Dip. Civil + 8 years Exp.	1	1

The contractor should have details vetted from department of pension & pensioners' welfare / Department of labour and employment/ department of financial services, in the form of CPF/NPS muster roll of technical and non-technical personnel as a proof of Key personnel working in firm/company.

(c) Liquid assets and/ or availability of credit facilities of no less than amount indicated in Appendix to ITB (credit lines / letter of credit certificates from banks for meeting the funds requirement etc. usually the equivalent of the estimated cash flow for three months in peak construction period)

4.6(C)

To qualify for a package of contracts made up of this and other contracts for which bids are invited in the ITB, the bidders must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

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4.6. Bidders who meet the minimum qualification criteria will qualify only if their available bid capacity is more than the total estimated cost of the works. The available bid capacity will be calculated as under:-

Available Bid capacity = $(A \times N \times M - B)$ (NOT APPLICABLE)

A = Maximum value of civil engineering constructions works executed in any one year during the last Seven financial years (updated to the current price level of the year indicated in appendix to ITB clause 16) taking into account the completed into as well as works in the progress.

N = Number of years prescribed for completion of the work for which bids are invited.

B = Value of existing commencements and on-going works to be completed during the next 'N' years.

M= Multiplying factor 2.00.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. The certificate should be furnished as per format shown in qualification information (Section-2)

4.7 Even though the Applicants meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. Made misleading or false representations in the forms, statements and attachments submitted; and / or**
- ii. Record of poor performance such as abandoning the works not properly completed the contract inordinate delays in completion, litigation history or financial failure etc and /or**
- iii. Participated in the previously bidding for the same works and had quoted unreasonably high bid prices and could not furnish rational justification to employer**

5. One Bid per Bidder

Each Bidder shall submit only one bid for one work. A Bidder who submits more than one bid for one work will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding Document

The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

The set of bidding documents comprises the documents listed below and Addenda issued in accordance with Clause 10 of ITB.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract (Part-I General Conditions of Contract, and Contract data; part II Special Conditions of Contract).
5. Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance, Form of Agreement, and Issue of Notice to Proceed with the work
10. Forms of Securities and Form of Unconditional Bank Guarantee.

8.2 The bid document is available online on the website <http://www.jktenders.gov.in>. The bid document can be downloaded free of cost, however, the bidder is required to submit Demand Draft towards cost of bid document in favour of the name given in the Bid Data Sheet.

8.3 The bidder is expected to examine carefully all Instruction, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexes and Drawings in the Bid Document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to clause 26 hereof bids which are not substantially responsive to the requirements of the bidding documents shall be rejected.

9. Clarification of Bidding Documents

9.1 The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification of the bidding document may notify online the authority inviting the bid. The authority inviting the bid will respond to any request(s) for clarification received at the time of pre bid meeting and the response of the authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

9.2 Pre-bid Meeting (Not-Applicable)

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in NIT.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the employer not later than two days before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without Identifying the source of enquiry) and the responses given will be transmitted without delay to all bidders. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre- bid meeting shall be uploaded and bidder shall be automatically informed through messaging/mail through jktenders.gov.in.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website www.jktenders.gov.in under the “Latest Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender to their “My tenders” area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in English language.

12. Document Comprising the Bid (Two cover system)

12.1 The bid to be uploaded by the bidder as Volume V of Bid document (Refer Clause 8.1) shall be in two separate parts.

Part I shall be named “**Technical Bid**” and shall comprise.

- i) Cost of Tender Document and Earnest money Deposit as Mentioned.
- ii) Qualification Information and supporting documents as specified in Section 2.
- iii) Certificates, undertaking, affidavits in section 2.
- iv) Any other information pursuant to clause 4.0 of these instructions.
- v) Undertaking that, the bid shall remain valid for the period of 120 days after the deadline of date of opening of technical bids mentioned in the NIT.
- vi) Acceptance/non- acceptance of dispute review expert

Part-II of the bid shall be named as “**Financial Bid**” and shall comprise.

- (i) Form of Bid as specified in Section 6.
- (ii) Priced Bill of Quantities for items specified in Section 7.

12.2(a) The documents and details mentioned in clause 12.1 Part I, financial Turnover for the last Seven financial years supported with all other documents as required as per NIT and SBD must be uploaded by the bidder with his technical bid online on website www.jktenders.gov.in.

Bidders must ensure to upload scanned copy of all necessary documents mentioned in NIT and SBD with technical bid.

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12.3 documents, which are not submitted with the Bid, will be deemed to be part of the Bid separately sealed and marked

<u>Section</u>	<u>Particulars</u>
<u>1</u>	Notice Inviting Tender
<u>2</u>	Instruction to Bidders(ITB)
<u>3-4</u>	Conditions of Contract
<u>5</u>	Contract Data
<u>6</u>	Specifications
<u>7</u>	Drawings

13. Bid Prices:

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder online.

13.2 The Bidder shall make online entries to fill the Percentage Rates in Bill of Quantities.

Percentage Rate method requires the bidder to quote a percentage above/below /at par of the schedule of rates applicable/as mentioned in the advertised BOQ.

13.3 All duties, taxes and other levies payable by the Contractor under the contractor, or for any other cause including GST, shall be included in the rates, price and the total bid price submitted by the Bidder.

13.4 The rates & prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment or any account.

14 Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees

15 Bid Validity

15.1 Bids shall remain valid for a period not less than 90 days (Ninety) after The deadline date for opening of Technical bids as specified in NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the Bidder, the latter shall be deemed to stand corrected in accordance with the former and the Bidder has to provide for any additional security that is required.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his Bid security for a period of the extension, and in compliance with Clause 16 of this chapter in all respects

Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16 Bid Security

16.1 All bidders have to submit Earnest Money Deposit (2% of advertised Cost) in shape of CDR/FDR only, while the submission of tenders. The EMD of 2% shall be released after receipt of 5% Performance Security from the lowest bidder.

16.2 The 1st lowest bidder has to produce an amount equal to 5% of contract at Performance Security in the shape of CDR/FDR/BG in favour of Finance Officer IUST within 21 days after the date of receipt of letter of acceptance/Intent and shall be released after successful completion of DLP.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in SubClauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of the unsuccessful bidder will be returned within 28 days of the end of the bid validity period specified in sub-clause 15.1.

16.5 The Bid Security of the Successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest Money Deposit may be forfeited

- a) If the Bidder withdraws the bid after bid opening during the period of bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement and/or
 - ii) Furnish the required Performance Security

17 Alternative Proposal by Bidders

17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the condition of contract (including mobilization advance or time for completion), basic technical design as indicated in the Drawings and Specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

Online Submission of Bids

18. Bidding through E-Tendering System:

18.1 The bidding under this contract is electronic bid submission through website www.jktenders.gov.in Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under Islamic University of Science and Technology is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site www.jktenders.gov.in using the relevant option available.

Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e- token and the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

18.2 The completed bid comprising of documents indicated in ITB clause 12, should be Uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, E-challan/ receipt and Bid Security Declaration as per format in SBD.

18.3 The bidder shall furnish information as described in the Form of Bid on Commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19 Electronic Submission of Bids:

19.1 The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical- Financial Part. The above files will have markings as given in the Bid Data Sheet. The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20 Deadline for Submission of Bids

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of bids by issuing an Amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21 Modification/ Withdrawal/Late Bids

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid

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modification and consequential resubmission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential- submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.

21.3 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22 Bid Opening and Evaluation

22.1 The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The file containing the Part-I of the bid will be opened first.

22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may Consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at The online opening. A separate electronic summary of the opening is generated and kept on-line.

22.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

22.5 Evaluation of Part-I of bids with respect to Cost of Document, E.M.D, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and is expected to be completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.

22.6 The result of Technical evaluation shall be made public on jktenders.gov.in site following which there will be a period of two working days during which any bidder may submit objections if any in writing to the tender receiving authority which shall be considered for resolution before financial bid opening.

22.7 The Employer shall inform the bidders, who have qualified technical evaluation, of the date, time of online opening of financial bids. If the specified date of opening of financial bid is changed, in the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.8 **Financial bids of only those bidders will be opened online, who have qualified in Technical Evaluation.** The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

22.9 The Employer shall prepare the minutes of the online opening of Financial Bids and upload the same for viewing online.

23 Process to be confidential

23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decision may result in the rejection of his bid.

24 Clarification of Bids and contacting the Employer: -

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.1 Any attempt by the bidder to influence the Employer's bid evaluation, bid Comparison or contract award decision may result in the rejection of his bid

25 Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of "Technical Bids" the Employer will determine whether each Bid

- (a) meets the eligibility criteria defined in Clause 3 and 4,
- (b) has been properly signed;
- (c) is accompanied by the required securities and;
- (d) is substantially responsive to the requirements of the Bidding documents.

During the detailed evaluation of the 'Financial Bid' the responsiveness of the Bids will be further determined with respect to the remaining bid conditions i.e. priced Bill of Quantities, technical specifications and drawings.

A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation.

A material deviation or reservation is one

- (i) which affects in any substantial way the scope, quality or performance of the works:
- (ii) which limits in any substantial way inconsistent with the bidding documents the Employer's rights or the bidders obligations under the contract, or
- (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.2 If a "Financial Bid" is not substantially responsive it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation

26 Evaluation and Comparison of Financial Bids

26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Sub-Clause 25.2.

26.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid price adjusting the Bid price through making an appropriate adjustment for any other acceptable variation, deviations, and price modifications offered in accordance with sub-clause 21 of ITB.

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26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

26.4 **Unbalanced Bid:** The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR / FDR/ B.G before award of contract in case the bid of the successful bidder is found to be unbalanced and the following scale shall apply there to:-

S.No	Percentage of unbalanced bid viz -a- viz Adv.cost	Additional performance security to be deposited on quoted bid by L1
<u>1</u>	Upto and including 15% below	Nil
<u>2</u>	>15% upto and including 20% below	5%
<u>3</u>	>20% upto and including 25% below	10%
<u>4</u>	25% upto and including 30% below	15%
<u>5</u>	>30% below	20%

Payment for the items for which quoted rates are higher than estimated/DPR rates shall be restricted to estimated/DPR rates only till completion of items for which quoted rates are lower than the estimated/DPR rates.

It should also be ensured that advertised Quantities as per the BOQ should not exceed the advertised quantities in any case in order to ensure that interse position of the bidders does not get changed

After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in clause 30 of ITB be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

26.5 A Bid which contains several items in the Bill of Quantities which are unrealistically which cannot be priced low and be substantiated satisfactorily by the bidder may be rejected as non-responsive.

26.6 **There should be no post tender negotiation with L1 as per CVC guidelines. In case L1 backs out, there should be re-tender.**

26.70. Integrity Pact

The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- 1) Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- 2) Principal to treat all bidders with equity and reason;
- 3) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- 4) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- 5) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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- 6) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- 7) Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary; Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date It is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Sample of integrity pact agreement is given here under:-



Dear Sir,

It is here by declared that IUST is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

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Executive Engineer

To,
Executive Engineer,
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Vice Chancellor IUST represented through Executive Engineer, ,
IUST

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

AND

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

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

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "**Contract**".

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles

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herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or tends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a **willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IUST.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.

(signature, name and address)

Place:

Dated :

D. AWARD OF CONTRACT

27.0 Award Criteria

27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined. To be substantially responsive to the Bidding documents and who has offered the lowest Evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in Accordance with the provisions of clause 3 of ITB and (b) qualified in accordance with the Provisions of clause 4 of ITB; and

- (i) To be within the available Bid Capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.
- (ii) The work shall not be awarded without proper verification of documents provided by the tenderers such as EMD, BG, Completion Certificate, IT returns etc.

28.0 Employer's right to accept any Bid and Reject any or all Bids

28.1 Notwithstanding Clause 27 the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's action.

28.2 The acceptance of tenders shall not be delayed without any justification.

29.0 Notification of Award and signing of Agreement

29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") will state the sum that the Employer will pay the contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract. (Hereinafter and in the Contract called "the Contract Price").

29.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with provision of clause 30 of ITB.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.

29.4 Upon the furnishing by the successful bidder the performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

30 Performance Security

30.1 Within 21 (twenty-one) days after the date of receipt of the Letter of Acceptance/Intent, the successful bidder/contractor shall deliver to the Employer/concerned authority, a Performance Security in the shape of CDR/FDR/BG for an amount equivalent to 5% of contract price

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30.2 If the Performance Security is provided by the successful bidder in the form of a bank guarantee, it shall be issued by either

(a) at the Bidder's option, by a Nationalized / Scheduled Indian Bank or

(b) by a foreign reservation. A material deviation or reservation is one bank located in India and acceptable to the Employer.

30.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 30.1 of ITB shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

30.4 (Deleted)

31 No Advance Payment whatsoever shall be made by the department to the Contractor.

32 Dispute Review Expert:

The Employer proposes that (Name of the proposed Dispute Review Expert as indicated in the Appendix to ITB) to be appointed as Dispute Review Expert under the contract at a daily fee as indicated in Appendix plus reimbursable expenses. If the bidder disagrees with this proposal, the bidder should so state in the bid. If, in the letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Road Congress at the request of either party.

33 Corrupt or Fraudulent Practices

33.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution

33.2 Furthermore, Bidders shall be aware of the provisions stated in Clause 53.2 of the Conditions of Contract.

34. Scope and Specifications

34.1 The scope and specifications of the work shall not be changed without prior approval of competent authority.

APPENDIX TO ITB

Clause Reference with respect to Section –I.

1. Name of Employer: Registrar Islamic University of Science and Technology (IUST) Awantipora.
2. The last Seven financial years are (2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).
3. Value of work is Rs lacs. (as mentioned in NIT)
4. Liquid assets and/or availability of credit facilities is 10% of Adv. Cost. Section 3 (i).
5. Price level of the financial year as per NIT (base year).
6. There will be no pre-bid meeting .
7. The technical bid will be opened at IUST Awantipora as per time and date specified in the NIT.
8. Address of the Employer:
9. Identification of Scheme: Bid for: Construction of Bid Reference No: - dated /20YY. Do not open before _____ at 11.00 A.M
10. The bid should be submitted latest by DD/MM/YY at 4.00 P.M (as per e-Bidding)
11. The bid will be opened at IUST Awantipora On 11.00 A.M. (as per e-Bidding)
12. CDR/FDR/BG in favour of Finance Officer IUST Payable at IUST Awantipora.
13. Dispute Review Expert; IUST Awantipora

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15(a): Performance Security shall be valid until a date 60 days after the expiry of Defect Liability Period of 3 years after intended date of completion.

16.

Base year : i.e. 2016-17

S.no	Year Before	Multiplying Factor
1	One	1.08
2	Two	1.17
3	Three	1.26
4	Four	1.36
5	Five	1.47
6	Six	1.58
7	Seven	1.70

Escalation factors are for working out available bid capacity only (for the cost of works executed and financial figures arrived thereof to a common base value for works completed in India).

20.6.1.2 QUALIFICATION INFORMATION

Notes on Form of Qualification Information The information to be filled in by the bidders in the following pages will be used to purposes of post qualification as provided for in clause 4of the instructions to Bidders. This information will not be incorporated in the contract. Attach additional pages as necessary.

For Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration Principal place of business Power of attorney of signatory of Bid	(attach copy)
1.2	Financial Turn over achieved on execution of civil works for the last Seven years duly certified (Rs. in lakhs) by Chartered Accountant and supported with TDS, ITR, Profit and Loss statement and Balance sheet.**	(Rs. in lakhs) Year 2018-19 Year 2019-20 Year 2020-21 Year 2021- 22 Year 2022-23

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1.3. Work performed as prime contractor (in the same name & style) on construction works of similar nature over the last seven years. Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.

Project Name	Name of the employer	Description of work	Contract No	Value of contract (Rs in crore)	Date of issue of work Order	Stipulated Period of completion	Actual date of completion *	Remarks explaining reasons for delay & work completed

1.4 Work performed as sub-contractor (in the same name & style duly supported with an authority letter regarding approval of sub-contract by the competent authority) on construction works of similar nature over the last seven years. Attach certificate issued by an officer not below the rank of Executive Engineer or equivalent.

Project Name	Name of the employer	Description of work	Contract No	Value of contract (Rs in crore)	Date of issue of work Order	Stipulated Period of completion	Actual date of completion *	Remarks explaining reasons for delay & work completed

****** A certificate of performance evaluation of all such works/commitments in hand on the part of the bidder issued by the concerned Chief Engineer/Superintending Engineer/Executive Engineer to the affirmation that the contractual obligations are being performed satisfactorily without compromise on quality parameters and time lines.**

1.5(a) General Construction Experience: Annual Turnover

The applicant should have achieved minimum annual value of general construction work (as certified by Chartered Accountant, and at least 50(fifty) percent of which is from Civil Engineering construction works carried out in any of the last Seven years, calculated by applying multiplying factor of 2 may be used for calculation of available bid capacity.

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However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

(b) Particular Construction Experience and Key Production Rates The applicant should have:

1. Successfully completed or substantially completed similar works during last Seven years/Last 84 Months ending last day of month previous to the one in which applications are invited should be either of the following:-

Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost; or

Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or

One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost;

2. The applicant should also have achieved the minimum annual production value of the key construction activities (e.g RCC Framed Building Construction, Earth Work, Concrete Work, Finishing Works etc) stipulated. The similarity of work shall be pre-defined based on the physical size, complexity methods/technology and /or other characteristics, and scope of works. **Substantial completions shall be based on 90 (ninety) percent (value wise) or more works completed under the contract.** For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. **For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% (seven percent) per annum, calculated from the date of completion to the date of Bid opening.**

However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

For this a certificate from employer shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, actual date of completion of work, satisfactory performance of the contractor and any other relevant information.

Existing commitments and ongoing construction works:-

Description of Work	Place & State	Contract No. & date	Name & address of Employer	Value of contract (Rs in lakhs)	Stipulated Period of completion	Value of works remaining to be completed (Rs. in lakhs)	Anticipated date of completion

Enclose certificate(s) issued by an officer not below the rank of Executive Engineer or equivalent

1.6 Availability of Major items of Contractor's equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.3(f) and 4.6(B) of the Instructions to Bidders.

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Item of Equipment	Description, make, and age (years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?) or to be purchased.

Financial reports for the last Seven years: balance sheets, profit and loss statements, auditors reports, etc. List below and attach copies.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information on current litigation in which the Bidder is involved

Name of other party(s)	Cause of dispute	Litigation (Court/arbitration) where	Amount involved (Rs. In lakh)

1.11 Proposed work method and schedule. The Bidder should attach descriptions, Drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 12]

1.12 Applicants who meet the minimum qualification criteria will be qualified only if there available bid capacity at the expected time of bidding is more than the total estimate cost of the works. The available bid capacity will be calculated as under:-

Available Bid capacity = (AxNxM-B)

A = Maximum value of engineering (civil/electrical/mechanical as relevant to work being procured) works executed in any one year during the last Seven years (updated to the current price level of the year indicated in appendix to ITB clause 16) taking into account the completed into as well as works in the progress;

N = Number of years prescribed for completion of the work in question

B = Value of existing commencements and on-going works to be completed during the next 'N' years.

M= Multiplying factor 2.

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

The item of work for which data is requested should tally with that specified in ITB clause

4.6 Qualification and experience of technical/key personnel required for administration and execution of the Contract [Ref. Clause 4.6 (B) (b)]. Attach biographical data. Refer also to sub Clause 4.3 (h) of instructions to Bidders and Sub Clause 8.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in similar nature of work

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Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works [Reference Clause 4.3 of Chapter SBD]

1.14 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit, etc. List them below and attach copies of supports documents.

1.15 Quality Assurance Programme (to be framed in accordance with the requirements /guide lines/manual uploaded on departmental website.

2.0 Additional Requirements

2.1 Bidders should provide any additional information required to fulfil there quirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit on correctness of information.
- (ii) Undertakings

2.2 (A) Pre-qualification criteria:

2.2.1 General Construction Experience: Annual Turnover

The applicant should have achieved minimum annual value of general construction work (as certified by Chartered Accountant, and at least 50(fifty) percent of which is from Civil Engineering construction works carried out in any of the last Seven years, calculated by applying multiplying factor of 2 may be used for calculation of available bid capacity.

However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

2.3 Particular Construction Experience and Key Production Rates The applicant should have:

Successfully completed or substantially completed similar works during last Seven years/84 months ending last day of month previous to the one in which applications are invited should be either of the following:-

1. **Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost**

Or
2. **Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost**

Or
3. **One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost**

2.4 The applicant should also have achieved the minimum annual production value of the key construction activities (e.g dredging, piling, or earthworks etc) stipulated.

The similarity of work shall be pre-defined based on the physical size, complexity methods/technology and /or other characteristics, and scope of works. **Substantial completions shall be based on 90 (ninety) percent (value wise) or more works completed under the contract.** For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. **For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% (seven percent) per annum, calculated from the date of completion to the date of Bid opening.**

However, in case of Road/Bridge works under MoRTH, NABARD and State Sector, the guidelines as circulated by MoRTH shall apply while as in case of Road/Bridge works under PMGSY, the guidelines as circulated by PMGSY shall apply.

2.5 Financial Position:-

The applicant should demonstrate that he has excess to, or has available, liquid assets (aggregate Of working capital, cash in hand and uncommitted Bank Guarantee's) and / or credit facilities of not less than 10% of the value of the contract/ contracts applied for (construction cash-flow may be taken as 10% of the estimated value of contract / contracts).

The audited balance sheets for the last Seven years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long term profitability including and estimated financial projection for the next two years. If necessary, the employer will make inquires with the applicant's bankers.

2.6 Litigation History:-

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last Seven years. **A consistent of awards against the applicant or any partner of a joint venture may result in failure of the applicant**

Joint Venture:- (Applicable for the works costing Rs.15.00 Crores and above in J&K UT). If the bidder is a Joint Venture, **the partners would be limited to three (including lead partner).** Joint Venture firm shall be jointly and severally responsible for completion of the project

Joint Venture must fulfil the following minimum qualification requirement:-

Qualifying factors to be met collectively:

- (i) annual turnover from construction;
- (ii) particular construction experience and key production rates;
- (iii) construction cash flow for the subject contract;
- (iv) personnel capabilities; and
- (v) equipment capabilities

2. Qualifying factors for lead partner:

- (i) Annual Turnover from Construction;
- (ii) particular construction experience;

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- (iii) financial capability to meet cash flow requirement of subject contract **not less than of 50 (fifty) per cent** of the respective limits prescribed in case of individual contractors may be accepted;
 - (iv) adequate sources to meet financial commitments on other contracts;
 - (v) financial soundness;
3. Qualifying factors for junior partner: Same as for lead partner except that for the factors specified in (2) (iii) above, **a lower limit of 25 (twenty-five) per cent will be accepted** instead of 50 (fifty) per cent.

Provisions required to be Included in the Joint Venture Agreement

If the application is made by a Joint Venture of two or more firms ,the evidence of clear mandate (i,e in the form of respective Board Resolution duly authenticated by competent authority)by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorised signatories signing for and on behalf of respective firms for the purpose of forming the Joint Venture .A certified copy of the power of attorney to the authorised representatives, signed by legally authorised signatories of all the firms of the Joint Venture shall accompany the application. The JV Agreement shall need to be submitted consisting but not limited to the following provisions.

- a) Name, Style and Project(s) specified JV with Head Office address
- b)Extent (or Equity) for participation of each party in the JV
- c) Commitment of each party to furnish the Bond money (i.e. Bid, security, performance security) to the extent of his participation in the JV.
- d) Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e) Working Capital arrangement.
- f) Operation of separate Bank Account in the name of JV to be operated by both the partners.
- g) Provision for cure in case non-performance of responsibility by any party of the J.V
- h) Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose of all or part of its respective interests in JV to any party including existing partner(s) of the JV .The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard .
- i)Management Structure of JV with details.
- j) Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
- k) Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
- l) The Joint Venture (JV) Agreement shall be duly registered by First class Munsiff.
- m) Any other relevant detail

20.6.1.2 GENERAL CONDITIONS OF CONTRACT

A. GENERAL

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1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms. The Adjudicator (synonymous with Dispute Review Expert) is the person appointed jointly by the employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the adjudicator is defined in the contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid. The Completion Date is the date of completion of the Works as Certified by the Engineer in accordance with the clause 49.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporation body whose Bid to carry out the works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding document submitted by the contractor to the Employer and includes Technical & Financial -Bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the Contract.

Days are calendar days; months are calendar months. A Defect is any part of the works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works. The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time, and valuing the Compensation events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construction the works.

The Initial Contract Price is the Contract Price Listed in the Employer's Letter of Acceptance. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the engineer by issuing an extension of time. Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic, or chemical or biological function.

The Site is the area defined as such in the contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the works included in the contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site possession dates. A subcontractor is a person or corporate body who has a contract with the contractor to carry out part of the work in the contract, which includes works on the site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the works.

The Works are what the Contract requires the contractor to construct, install, and turnover to the Employer, as defined in the contract Data.

2. Interpretation

In interpreting these conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Heading have no significance. Words have their normal meaning under the language of the

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Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of contract

2.1 If sectional completion is specified in the contract Data, references in the conditions of contract to the works, the completion Date, and the Intended Completion Date apply to any Section of the works (other than references to the completion date and Intended Completion date for the whole of the works).

2.2 The documents forming the Contract shall be interpreted in the following Order of priority:

- (a) Agreement
- (b) Letter of Acceptance, notice to proceed with the works
- (c) Contractor's Bid
- (d) Contract Data
- (e) Conditions of Contract including Special Conditions of Contract
- (f) Specifications
- (g) Drawings
- (h) Bill of quantities and
- (i) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The engineer may delegate any of his duties and responsibilities to other people except to the Dispute Review Expert after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act

7. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Date, also provide facilities, and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

8 Personnel

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8.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the function stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.

8.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the contractor shall ensure that the person leaves the Site within seven days and has no further connection with the working the Contract.

9. Employer's and Contractor's Risks

9.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this contract states are Contractor's risks.

10. Employer's Risks

10.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employee's), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or(b) a cause due solely to the design of the works, other than the Contractor's design.

11. Contractor's Risks

11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

12. Insurance:

12.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the contract Data for the following events which are due to the Contractor's risks:

a) loss of or damage to the works, Plant and Materials;

b) loss of or damage to Equipment; loss of or damage of property (except the works, Plant, Materials and Equipment) in connection with the Contract; and personal injury or death.

12.2 Policy and certificates for insurance shall be delivered by the Contractor to the engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

12.5 Both parties shall comply with any conditions of the insurance policies.

13. Site Investigation Reports

13.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

14. Queries about the Contract Data

14.1 The Engineer will clarify queries on the Contract Data.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the works in accordance with the Specifications and Drawings.

16. The Works to be completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Approval by the Engineer

17.1 The Contractor shall submit specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the temporary Works.

17.4 The contractor shall obtain approval of third parties to the design of the Temporary Works where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary works, are subject to prior approval by the Engineer before their use

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 Safety helmets to be used by engineers on site as well as work men/construction personnel's. It has to be made mandatory for the contractor in contract to provide the necessary safety helmets to both skilled/unskilled work force. The contractor should also provide safe drinking water and toilet facilities to the labours etc besides covered enclosures for having lunch/refreshments.

19. Discoveries

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19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall provide adequate Site to the Contractor to start and carry out his construction activity.

21. Access to the Site

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable where the site is located.

22.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

23. DISPUTES:

23.1 If the contractor believes that the decision taken by the Engineer was either outside the authority give to the Engineer by the contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14 days of the notification of Engineer's decision.

24. Arbitration:

24.1 The Arbitration shall be conducted in accordance with the Arbitration procedure stated in the Special Conditions of the Contract.

25. Replacement of Dispute Review Expert:

25.1 Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the contract; a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the appointing authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B- TIME CONTROL

26. Programme

26.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

26.2 An update of the Programme shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at anytime. A revised Programme is to show the effect of Variations and Compensation Events.

27 Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended completion date refer to the employer his decision. The employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the engineer's decision.

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

29 Management Meetings

29.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Engineer shall record the business of management meetings and is to provide copies of this record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increases the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be Provide by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Engineer in making and considering proposal for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

31. Quality Assurance Programme (For Works Valuing Rs.10.00 crores and Above)

The Contractor shall prepare and submit a quality control plan/mechanism (Quality Assurance Plan" or "QAP") and make all necessary arrangements to ensure its compliance. Having regard to the requirement of the project, Quality assurance plan shall be devised by taking into consideration the quality assurance manual/ guide which is available on the web site of PW(R&B) Department of Chief Engineer(s) Jammu/ Kashmir; this manual or guide can also be availed from the office of Executive Engineer.

While submitting the bid, the bidder along with other documents shall submit Quality Assurance Plan (QAP) as per the clause 4.1 and 4.3(p) of ITB. However, a final QAP shall be framed by the successful bidder after the allotment of work. The Engineer –in charge shall convey its comments to the contractor within a period of 21 days of receipt of the QAP after the allotment of work, stating the modifications, and the contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of Quality Assurance manual/guide, which shall be approved by the competent authority and treated as inseparable part of agreement to be signed between the contractor and the department.

32. Tests

32.1 If the Engineer-in-Charge instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test Confirms the defect, then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the IRC/MOST/BIS/PWD/NBO Specifications as applicable.

The Engineer in-charge of site shall ensure / will certify that the lab has been established & tests performed.

The contractor will furnish documentary proof of procurement of materials like cement, steel and other equipment and goods to the engineer in-charge. This will include original vouchers for all quantities in lieu of purchase of materials/ equipments etc. from the original manufacturer or authorized dealer/distributor to the satisfaction of engineer in-charge for ascertaining genuineness of materials. Attested copy of such material shall be submitted along with the bills.

No extra payment on account of quality control measures shall be paid to the contractor

33. Identifying Defects

33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work at site.

34. Correction of Defects

34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

36. Bill of Quantities

36.1 The Bill of Quantities shall contain items for the Construction, Installation, testing, and commissioning work to be done by the Contractor.

36.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

36.3. Cash Flow forecasts

36.4 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

37. Payment Certificate

37.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

37.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit the month in question in respect of materials for the works in the relevant amounts.

37.3 The value of work executed shall be determined by the Engineer.

37.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

37.5 The value of work executed shall include the valuation of variations and Compensation Events.

37.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

38. Payments

38.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

38.2 Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

39. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of all taxes including GST (SGST AND CGST) that the Contractor will have to pay for the performance of this Contract up to the completion. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law from time to time.

40. Currencies

All Payments shall be made in Indian Rupees.

41. Price Adjustment

The rates quoted by the contract shall be deemed to include price escalation up to completion of project.

42. Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

42.1 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

42.2 On completion of the whole works the contractor may substitute retention money with an "on demand" Bank guarantee.

43. Liquidated Damages:

43.1 In the event of failure on part of the Contractor to achieve timely completion of the project including any extension of time granted under clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed Liquidated Damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the completion date is later than the intended completion date, Liquidated Damages at the same rate shall be withheld if the Contractor fails to achieve the Mile Stones prescribed in the Contract Data. However, in case the Contractor achieves the next mile stone, the amount of the Liquidated Damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the parties expressly agree that the total amount of Liquidated Damages shall not exceed 10% of initial contract price and that the Liquidated Damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer, and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from performance security or any other dues from Government or Semi-Government body within the State.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works, or from any other of his duties, obligations or responsibilities under the contract. The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the works, or any other relevant stages.

43.2 If the intended completion date is extended after Liquidated Damages have been paid, the Engineer shall correct any such payment of Liquidated Damages by the Contractor by adjusting the next payment certificate.

43.3: It is agreed by the contractor that the decision of the Employer as to the Liquidated Damages payable by the Contractor under this clause shall be final and binding,

44. BONUS

The bidder who has successfully completed three CRF works within the Prescribed time over the last Seven years shall be rewarded with the multiplying factor of 2.75 instead of 2.5 for ascertaining the available bid capacity of the bidder during the technical evaluation of his bid. The bidder to this effect shall furnish the completion certificates of works issued by an officer not below the rank of Executive Engineer or equivalent.

45. Secured Advance

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Security advance shall be paid for the quantity as per allotment of work or requirement at site which ever is lesser after proper testing of material.

Secure advance should be avoided for perishable item. However in special cases may be provided only against insurance cover.

46. Securities

46.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

47. Cost of Repairs

47.1 Loss or damage to the Works or Materials to be incorporated in the works between the start date and the end of the Defects Correction period shall be remedied by the contractor at the contractor's cost, if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

48 Completion

The Contractor shall request the Engineer to issue a CERTIFICATE OF COMPLETION of the works and the Engineer will do so upon deciding that the Work is completed.

49 Taking Over

49.1 The Employer shall take over the Site and the works within seven days of the Engineer issuing a certificate of Completion.

50. Final Account

50.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's accounts if it is correct and complete. If it is not, the Engineer shall issue within 56 a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

51. Operating and Maintenance Manuals

51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payment due to the Contractor.

52. Termination

52.1 The Employer may terminate the contract if the contractor causes a fundamental breach of the Contract.

52.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- (b) The contractor is declared bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) If the contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data or Appendix to ITB at the appropriate time.
- (d) The Engineer gives Notice that failure to correct a particular Defect is fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (e) The Contractor does not maintain a security, which is required;
- (f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data; and
- (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice amount Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition”.

52.3 When the Employer gives notice of a breach of contract to the contractor for a cause other than those listed under Sub Clause 53 above, the Engineer shall decide whether the breach is fundamental or not.

52.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

52.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the site without shifting any equipment as soon as reasonably possible.

53. Payment upon Termination

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53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less Liquidated damages, advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. . If the amount due to the Employer exceeds any payment due to the Contractor the difference shall be adept payable to the Employer

53.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works less other recoveries due in terms of the contract and less taxes due to be deducted at sources as per applicable law.

54 Property

54.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's defaulted.

55. Release from Performance

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

55.2 Death or permanent invalidity of the contractor: the contractor shall indicate nominee for the contract at the time of signing of the agreement. If the contractor dies during currency of the contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the contract, the contract shall be closed without levying any damages/compensation.

However, if the nominee expresses his/her intention to complete, the balance work and the competent authority is satisfied about the competence of nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms & conditions under which the contract was initially awarded.

20.6.1.4 SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such there information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulation, notifications and bye laws of the State or Central Government of local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the engineer/employer shall have the right to deduct any money due to the contractor including his amount of performance security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employer of the contractor and the Sub-Contractor in no case shall be treated as the employees of the employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONWORK.

a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the contractor fails to provide, the same are required to be provided, by the principal employer by law. The principal employer is required to take certificate of registration and the contractor is required to take license from the designated officer. The Act is applicable to the establishments or contractor of principal employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948: The employer is supposed to pay not less than the minimum wages fixed by appropriate government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, and runways are scheduled employments.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

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h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly setup establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out become illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

ARBITRATION (GCC CLAUSE 24 and 25)

The procedure for Arbitration will be as follows:

Any Dispute or difference arising between the department and contractor shall be dealt in accordance with J&K Arbitration Act in vogue.

(a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with the agreement ,such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996.The parties shall make efforts to agree on a sole Arbitrator and only if such an attempt does not succeed then the Arbitral Tribunal consisting of 3 Arbitrators one each to be appointed by the Employer and the contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as presiding Arbitrator, shall be considered. ,In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Council ,Indian Road Congress.

b)The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Council, Indian Road Congress.

c)If one of the parties fails to appoint the Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of notice of appointment of its Arbitrator by the other party, then the Council of Indian Road Congress shall appoint the Arbitrator. A certified copy of the order of the Council of Indian Road Congress making such appointment shall be furnished to each of the parties.

d)Arbitration proceedings shall be held at Srinagar/Jammu , India and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.

e) The decision of the majority of Arbitrators shall be final and binding upon both the parties .The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also the fee and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.

f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

20.6.1.5. CONTRACT DATA

Items marked "N/A" do not apply in this contract.

1. The Employer is

Name: Registrar IUST

Address: IUST Awantipora

Name of authorized representative

Executive/University Engineer IUST

2. The Engineer is Executive/University Engineer IUST

Name of authorized Representative:

3. The Dispute Review as per Arbitration (GCC) Clause 25.

4. The defects liability period is 03 Years from the actual date of completion

5. The start date shall be seven days from the date of issue of the notice to proceed with the work.

6. The intended completion date for the whole of the works is -days Calendar Months after start of work with the following milestones.

Milestone dates:

Milestone to be achieved during the contract period.

1/8th of the value of entire contract upto 1/4th of the period allowed for completion of construction.

3/8th of the value of entire contract upto 1/2 of the period allowed for completion of construction.

3/4th of the value of entire contract upto 3/4th of the period allowed for completion of construction.

Rest of the work within the remaining time period.

7. The site is located in District _____.

B. Amount of liquidated damages for delay in completion of work ----- For whole of work 1% of the initial contract price, rounded off to the nearest thousand, per week.

C. Maximum limit of liquidated damages for delay in completion - 10% of the initial contract price of work rounded off to the nearest

8. The name and identification number of the contract is:

9. The works consist of ----- The work shall, inter-alia, include the following as specified or as directed.

(A) Road works

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Site clearance; setting out and layout; widening of existing carriageway and strengthening including camber correction; construction of new road/ parallel service road ; bituminous pavement remodeling /construction of junctions, intersections, bus bays, lay byes; supplying and placing of drainage channels, flumes, guards post and guard other related items; construction/ extension of cross drainage works bridges, approaches and other related stones; road markings, road signs and kilometre /hector meter stones; protective works for roads/ bridges; all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects liability period; submission of “As built” drawings and any other related documents; and other item of work as may be required to be carriage out for completing the works in accordance with the drawings and provisions of the ensure safety

(B) Bridge works

Site clearance; setting out, provision of foundations, piers, abutments and bearings; pre-stressed /reinforced cement concrete superstructure; wearing coat, hand railings expansion joints approach slabs, drainage spouts/ down take pipes arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/ return walls; provision of road markings, road signs etc; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of “As- built” drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

C) Building Works

Site clearance; setting out, provision of foundations, walls (stone/ brick masonry); reinforced cement concrete structures like column, beams etc; roofing, flooring, plaster, pointing, white/colour wash, wood work, steel work, water supply and sanitary; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of ‘As- built’ drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

D) Other Items

Any other items as required fulfilling all contractual obligations as per the [Cl.1.1] of ITB Bid documents.

The following documents also from part of the contract: [Cl.2.3(i) of GCC] Specification of Roads and Bridges (4th edition)

1. The law which applies to the contract is law of Union of India [Cl.3.1 of GCC]
2. The language of the contract documents is English. [Cl.3.1 of GCC]
3. The Schedule of other contractors [Cl7 of GCC]
4. The schedule of key personnel [Cl.4.6(B) of Section-I]
5. The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four Occurrences always. [Cl..12 of GCC]
6. Site investigation report [Cl..13 of GCC]
7. The Site Possession Dates shall be same as date of letter to proceed With the work [Cl.19 of GCC]

8. Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (As per clause 23 of GCC)
9. Appointing Authority for the Dispute Review Expert – To be nominated in the Bidding document) (As per clause 23 of GCC)
10. The period for submission of the programme for approval of Engineer shall be [Cl.26 of GCC] 21 days from the issue of Letter of Acceptance.
11. The period between Programme updates shall be 30 days. [Cl.26 of GCC]
12. The amount to be withheld for late submission of an updated programme shall be Rs. lacs). [Cl.26 of GCC]
13. The currency of the contract is Indian Rupees. [Cl..40 of GCC]
14. The formula (e) for adjustment of price are : (Not Applicable)
- 15. The proportion of payments retained (retention money) shall be 10%. from each bill subject to a maximum of 5% of final contract price.**
16. Bonus for early completion of Shall be As per clause 45 OF GCC whole of the works
- 17. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:
Performance Security of 5% of contract price.**
- 18 The standard form of Performance Security acceptable to the Employer shall be CDR/FDR or an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.**
19. The Schedule of Operating and Maintenance Manuals Not Applicable.
20. The date by which “as-built” drawings (in scale as directed) in 2 sets are required is Within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.
21. The amount to be withheld for failing to supply “as built” drawings by the data required Rs.2% of contract value.
22. The following event shall constitute fundamental breach of contract. “The Contractor has Contravened Clause 9 of GCC.” [Cl.53 of GCC]
23. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 percent [Cl.54 of GCC]

20.6.1.6 TECHNICAL SPECIFICATION

Specification for Road & Bridge works, MORT&H (4th Revision) with latest amendments thereto and relevant IRC specifications shall be followed in execution of the project.

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ANNEXURES

WARRANTY FORM

M/s. _____ having its registered office at (hereinafter referred to as the Bidder) having carefully studied all the documents, specifications, etc. pertaining to the contract

DO HEREBY WARRANTY THAT

1. The Bidder is familiar with all the requirements of the contract.
2. The Bidder has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Bidder is satisfied that the work can be performed and completed as required in the contract.
4. The Bidder accepts all risks directly or indirectly connected with the performance of the contract.
5. The Bidder has not been influenced by any statement or promise of the Department of Engineer-in-charge but only the contract, documents.
6. The Bidder is financially solvent.
7. The statement submitted by the Bidder is true.
8. The bidder is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, and central govt. that may affect the work, its performance or personnel employed therein.

Dated :

For & behalf of the Bidder

20.6.1.8 SECURITIES AND OTHER FORMS

In Original

BID SECURITY (BANK GUARANTEE)

WHEREAS _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the Construction of _____ (Name of Contract hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ the Name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 20____. THE CONDITIONS of this obligation are:

- 1) If after Bid opening the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid. Or
- 2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required ; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders, or
 - c) Does not accept the correction of the Bid price pursuant to Clause 27. We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **days after the end of the validity period of the bid stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, Name, and Address] _____

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the bidding documents are issued

(BID Validity)

UNDERTAKING

1. The undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____90 (Ninety)_____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm) _____

Title of Officer _____

Time of firm _____

Date _____

Credit facility

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (CLAUSE 4.2 (I) OF ITB) BANKCERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm,

we shall be able **to provide overdraft/ credit facilities to the extent of 10% of Advertised Cost** to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Address of the Bank

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Annexure-IV

AFFIDAVIT ON CORRECTNESS OF INFORMATION FURNISHED WITH THE BID.

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on National Highways in India /any other work of state Government or central Govt. Nor any contract awarded to us for such works have been rescinded, during last Seven years prior to the date of this bid. That our firm has not been black listed or debarred in any state or central Govt. department .Neither our firm has any history of litigations. In case the contract for the work is awarded in our favour we shall invest a minimum cash up to 25% of value of the contract during the implementation of work.

We authorise the department to seek references from our bankers

Name of bank is _____ Branch _____ Account No _____.

3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

WE solemnly affirm that the information give in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.

Note: Affidavit to be notarized.

(Signed by an Authorized Officer of the Firm) _____

Title of Officer _____

Name of Firm _____

DATE _____

PERFORMANCE BANK GUARANTEE

To,
..... [Name of Employer]
..... [address of Employer]

WHEREAS _____ [name and address of Contractor]
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract
No. _____ dated _____ to execute
_____ [name of Contract and brief description of Works] (hereinafter called "the
Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you
with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for
compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up
to a total of Rs. [amount of guarantee] (Rupees _____)
such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we
undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the
limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your
demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the
Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to
be performed there under or of any of the Contract documents which may be made between you and the Contractor
shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change,
addition or modification.

This guarantee shall be valid until 56 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name and Designation _____

Name of the Bank _____

Address _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the contract price specified in the
contract including additional security for unbalanced Bids. If any and denominated in Indian Rupees.

UNDERTAKING

The undersigned to hereby undertake that our firm M/s _____ would invest minimum cash up to 25% of the value of the work during implementation of the Contract.

(Signed by an Authorized Officer of the Firm) _____

Title of Officer _____

Name of Firm _____

DATE _____

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Annexure-VII

**Letter of Acceptance
(Letterhead paper of the Employer)**

..... (Date)

To:
(Name and address of the contractor)

Dear Sirs,

This is to notify that your Bid dated _____ for execution: completion and maintenance of the _____ (name of the contract and identification number, as given in the Instruction to Bidders) for the Contract Price of Rs. (Rupees (_____) (amount in words and figures as corrected and modified in accordance with the Instruction to Bidders¹ is hereby accepted by our agency We accept/do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 60 days from date of expiry of the Defects Liability Period i.e up to _____ and sign the contract failing which action as stated in clause 34.3 of "Instructions to Bidders" will be taken.

Yours faithfully

Authorized signatory

(Name & title of signatory
(Name of Agency)

1. Delete "corrected and" or "and modified" if only one of these actions, Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.
2. To be used only if the contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

Issue of Notice to proceed with the work

(Letterhead of the Employer)

(Date) _____

To,
Name and address of the Contractor)

Dear Sir (S)

Pursuant to your furnishing the requisite performance security as stipulated in ITB clause 34.1 and signing of the contract for the construction of _____ at a Bid Price of Rs _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature,
name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

This agreement made the _____ day of _____ between _____
_____(name and address of Employer) (herein after called "theEmployer)" and
_____ (name and address of Contractor) (hereinafter called "the
Contractor" of the other part). Whereas the Employer is desirous that the Contractor execute
_____ name and identification number of Contract) (hereinafter called "the
Works") and the Employer s accepted the Bid by the Contractor for the execution and completion of such Works and
the remedying of any defects therein, at a contract price of Rs. _____ NOW THIS AGREEMENT
WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and constructed as part of this Agreement viz:
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works:
 - iii) Contractor's Bid;
 - iv) Contract Data:
 - v) Conditions of Contract : Special Conditions of Contract;
 - vi) Additional condition:
 - vii) Drawings:
 - viii) Bill of quantities and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer.....

Binding Signature of Contractor.....