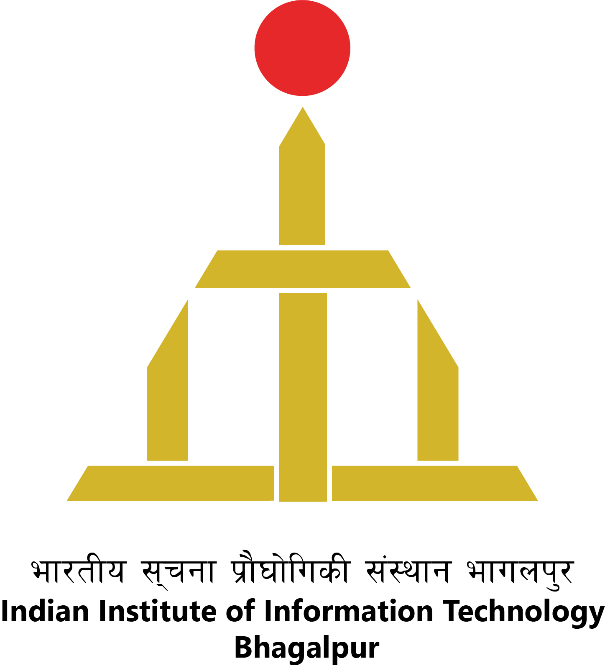
**Indian Institute of Information Technology Bhagalpur**

BCE Campus, Sabour, Bhagalpur – 813210

Website: [www.iiitbh.ac.in](http://www.iiitbh.ac.in)



**Bid Document for Appointment of Architectural Services Consultant for IIIT Bhagalpur**

**JANUARY 2020**

“Expression of Interest” from reputed Consultants, for the selection of the Architectural Consultant for preparation of Architectural Designs, Drawings and Engineering as per CPWD EPC Mode III guidelines for the development of infrastructures at IIIT Bhagalpur

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| **Indian Institute of Information Technology Bhagalpur**  **BCE Campus, Sabour, Bhagalpur – 813210**  **Website: www.iiitbh.ac.in** | |
| Advt. No.: IIITBH/ADVT/2019-20/04  Ref. No.: IIITBH/Arch/2020/03 | Date: 11/01/2020 |
| **EXPRESSION OF INTEREST**  INDIAN INSTITUTE OF INFORMATION TECHNOLGY BHAGALPUR, invites “Expression of Interest” from reputed Consultants, for the selection of the **Architectural** **Consultant for preparation of Architectural Designs, Drawings and Engineering as per CPWD EPC Mode III** guidelines for the development of infrastructures at IIIT Bhagalpur.  Details & the Formats regarding the EOI can be obtained from the Office of the IIIT Bhagalpur during office hours or can be seen, downloaded from the institute Website: https:// [www.iiitbh.ac.in](http://www.iiitbh.ac.in)  Sealed Offer addressed to the Registrar, IIIT Bhagalpur, should reach the Office of the Registrar, before 3.30 pm on or before 03/02/2020 through Registered/ Speed Post/ By hand. IIIT Bhagalpur is not responsible for any delay in receiving the documents and reserves the right to accept/reject any or all application/s without assigning any reason thereof. | |

**Notice Inviting Bid**

IIIT Bhagalpur, invites “Expression of Interest” from reputed Consultants, for the Empanelment of Agency for preparation of architectural designs, drawings and engineering in EPC - III mode project in IIIT Bhagalpur.

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Particulars** | **Details** |
|  | **Name of Work** | Comprehensive consultancy services for the development of infrastructures at IIIT Bhagalpur |
|  | **Earnest Money Deposit (EMD)** | DD of Rs. 2 Lacs only |
|  | **Pre-bid Conference** | 17/01/2020, 11:00 PM |
|  | **Last date for Submission of Bid** | 03/02/2020 |
|  | **Mode of Submission of Expression of Interest** | Through speed post/registered post/by hand |
|  | **Opening of Technical Bid** | 04/02/2020 |
|  | **Information to the pre-qualified bidders after opening of technical bid** | 07/02/2020 |
|  | 1. **Presentation of pre-qualified bidder in front of high level evaluation committee** 2. **Date of Opening of Financial Bid of top three successful bidders after presentation** | 15/02/2020 &, or 16/02/2020 (Tentative) |
|  | **Method of Selection** | Quality and Cost Based Selection (QCBS) (80:20) |
|  | **Duration of Services** | Complete project period (i.e, planning as well as construction) |
|  | **Validity of Proposal** | 60 Days |
|  | **Contact person for further information & the Proposal submission address** | Registrar, IIIT Bhagalpur |

Note: Bidders are requested to keep on checking institute website [www.iiitbh.ac.in](http://www.iiitbh.ac.in) regularly for any corrigendum. No notification in this regard will be published in newspaper. All the bidders are requested to send the soft copy of the filled document (preferably .doc/.docx document) via. Email: [registrar@iiitbh.ac.in](mailto:registrar@iiitbh.ac.in) on or before the closing date of the bid submission.

**BACKGROUND**

Indian Institute of Information Technology Bhagalpur (IIIT Bhagalpur) is one of the IIITs set up by MHRD, Govt. of India in Public-Private Partnership (PPP) mode. It started functioning from the academic year 2017.

Bhagalpur is a city of historical importance on the southern banks of the river Ganges in the Indian state of Bihar. It is the 3rd largest city of Bihar and also the headquarters of Bhagalpur district and Bhagalpur division. Known as Silk City, it is a major educational, commercial, and political centre, and listed for development under the Smart City program, a joint venture between Government and industry. The Gangetic plains surrounding the city are very fertile. The river is home to the Gangetic dolphin and the Vikramshila Gangetic Dolphin Sanctuary is established near the town. The ancient Vikramshila University, established in 9th century, was intended to complement the world class universities at Nalanda and Takshila. It lasted for four centuries before being destroyed during an attack by Bakhtiyar Khilji of the Delhi Sultanate.

Indian Institute of Information Technology Bhagalpur is a joint venture of Govt. of India (50%), Govt. of Bihar (35%) and BELTRON (15%). The Institute started its first academic session from 1st August 2017. Bhagalpur College of Engineering (BCE) had provided the buildings to IIIT Bhagalpur in its campus. They were renovated and logistics were provided by IIIT Bhagalpur. The institute is fully residential and has separate hostels for boys and girls with proper security arrangements and other facilities.

Govt of Bihar has provided 50 acres of land to IIIT Bhagalpur carved out of BCE Bhagalpur campus on the banks of river Ganga. The institute has taken possession of the land and construction of the state of the art Permanent campus is likely to start soon.

The institute started in mentorship of IIT Guwahati with B. Tech programmes in two branches namely Computer Science Engineering (60 seats) and Electronics and Communication Engineering (60 seats) in 2017. From 2018, a new branch namely Mechatronics Engineering (30 seats) is being started. The admission of the students is held through JEE Mains organised by JOSAA/CSAB. The permanent director has joined the institute in the last week of April 2019 and the institute at present has 238 students & 15 faculty members.

**Instructions to Bidders**

* The Architect consultant’s firms are invited to submit a sealed offer in two bid system containing Technical bid and a financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect Consultant.
* The Architect consultants firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
* The Architect consultants firm tender must remain valid for 120 days after the last date fixed for submission of tender including the extension(s) given, if any
* The application shall be signed by the authorized person (s) of the firm. All pages of the documents shall be signed / stamped.
* The bid should be signed by a person(s) duly authorized designated person(s) sign on behalf of the Applicant and any associated individuals or companies. Such authorization shall be indicated by one or more written powers of attorney accompanying the bid.
* IIIT Bhagalpur reserves the right to contact and verify Applicant’s Information, References, and date submitted in the bid without further reference to the applicant(s).
* Failure by any Applicant(s) to provide all of the information required in the bid or any additional information required by IIIT Bhagalpur may lead to rejection of the applicants bid in it’s entirely
* Architect Consultant should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first – hand information on the assignment and local conditions, Architects consultants are advised to visit the site before submitting a proposal
* Architects consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The IIIT Bhagalpur is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architects / consultants.
* IIIT Bhagalpur will disqualify an applicant from the qualification process for the following reasons:-

1. Receipt of bid after the date specified in this document.
2. Material inconsistencies in the information submitted.
3. Willful misrepresentations in the Qualification Statement of any supporting documentation.
4. If the same applicant submits more than one applications.

* **Right to reject any or all Proposals**

Notwithstanding anything contained in this Expression of Interest, the IIIT Bhagalpur reserves the right to accept or reject any proposal and to annual the selection process and reject all proposals, at any time without assigning any reasons thereof.

The bid document for the appointment of Architect for IIIT Bhagalpur can be downloaded from IIIT Bhagalpur website [www.iiitbh.ac.in](http://www.iiitbh.ac.in). The bidder shall deposit EMD along with submission of the other requisite documents, failing which his bid shall not be considered. The EMD of Rs **2 Lacs** which shall be deposited in the form of demand draft/ pay order in favor of **IIIT Bhagalpur**, payable at **Bhagalpur**. The bidders are advised not to make any corrections, additions, alterations in the downloaded bid document. In case, any corrections, additions, alterations are made in the downloaded bid documents; such bid shall summarily be rejected.

The EMD for all the unsuccessful bidders shall be returned without accruing any interest thereon after the Architect is appointed by IIIT Bhagalpur. EMD of successful bidder shall be kept as Security Deposit and shall be released only with final payment of the Architect.

**Eligibility of the Firm/ Consultant Project**

Architectural firms having completed Architectural services for at least two educational Campus of repute of more than 1,00,000.00 sqm built up area in last 5 years as on 31/03/2019 shall be eligible for participation. Projects which are subsequently completed at site (80 %) shall also be considered. Documentary evidence duly certified by the competent authority of the client in support of this shall be required.

**Technical Bid**

1. Details of similar projects handled by Architect (initiated or completed in the last 5 years) giving date of start, date of completion, built up area, cost of project and delay if any attributable to Architect. Photographs of work may also be given if available.
2. List of similar projects in hand with Architect with description of projects, cost, time limit, targets etc.
3. Certified copies of Audited Balance sheet and Income Tax Returns for the last 3 years ending 2018-19.
4. Report explaining Architect’s approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time management etc.
5. Time schedule for complete development of total project in the form of BAR CHART.
6. List of Experts/ Specialists with Architect such as Architects, Structural consultants, Green building Consultants, Estimators etc.
7. The composition of the team to be deployed for this Project with their qualification, experience profile, projects handled.
8. Applicant has to furnish the affiliation and certificate of council of Architecture for the Principal Architect and for the Architects to be deployed for this Project.
9. Availability of in-house Software and hardware facilities.
10. The firm / company should have office in Bihar.

**Selection Process of Architect:**

The Architect will be selected on the basis of QCBS (Quality and Cost Based Solution).

**Presentation**

The salient features of the project are given Preamble. The details of the project are available in the chapters to follow. The intending architectural consultant will cover at least the following aspects in their presentation:

1. Concept Design of Master Plan and Building & Services: The proposed structures should be in line with the environment and ecology of the area.
2. Adopt renewable energy systems and Green Building Concepts, plan for Gold /GRIHA 3 star or equivalent rating.
3. Encompass minimum wastage, minimum external energy utilization, and minimum external water dependency by utilizing natural sources and recycling.
4. Use environmentally friendly and locally available products and materials.
5. Optimize operational and maintenance practices, requirement of minimum maintenance after construction.
6. Plan Infrastructure and Services plan for transport systems, including circulation, parking, drainage, ground water management, waste management, energy systems, intelligent building management and automation systems.
7. Identify and Plan for future development.
8. Meet the best practices, standards, provisions as applicable to ecologically sustainable design, efficient use of energy and natural resources.
9. Drawings and Documents to be submitted:
10. A Report on A3 size not exceeding 10 pages on Campus Development Concept and Detailed Area Statement giving Ground Coverage, FAR and No. of Floors.
11. Master Plan and Schematic Services on Scale of 1:2000 supporting conceptual Diagrams can be on 1:5000 scales. All Drawings shall be scaled.
12. Sectional Profiles, Elevations and 3D Views to explain the Design Concept.
13. Total No. of Sheets shall not be more than 12 nos. in total to meet the requirements.
14. Scope of submission
15. Appraisal of existing Site Conditions and supporting infrastructure
16. Campus Design and Development of Master Plan
17. Zoning, Ground Coverage and FAR Calculations for all Buildings (Administrative, Academic, Residential etc.), Facilities, Campus Services.
18. Landscape & Horticulture Palate.
19. Campus Development Controls and Guidelines.
20. Sustainable Design Strategies
21. Public Space Development and Guidelines.

The Selection Committee will evaluate the presentation on the above aspects.

The Selection Committee may choose to visit the works of the applicants to make their assessment, if so required.

**Objective of Presentation**

The objective of the presentation is to know the capability of the architectural consultant in development of a Campus Master Plan, concept of innovative design of individual building befitting to contemporary era of globalization endowed with modern concepts which would be well planned, matching with the environment and ecology and incorporating green building concept planning for Gold 3 star or equivalent rating.

**Financial Bid:**

All the participants will be required to quote their Consultancy fee as percentage of the Built up cost (the likely built up cost of the infrastructure works at IIIT Bhagalpur is around Rs. 100 crores), in Indian rupees. Finally, the fee shall be payable on Built-up cost. The GST on consultancy fee as applicable shall be separately paid by IIIT Bhagalpur. It may be noted that opening of Financial Bid of only those architectural consultants shall be considered for opening who score 80% or more in their technical bid evaluation including presentation as evaluated by the Selection Committee, whose decision in this regard shall be final and binding.

**Selection process of Architectural Consultants**

The Architectural Consultants will be selected based on “QCBS” i.e. on the basis of the technical bid evaluation including presentation and financial bid.

1. **Technical bid:**

The Technical bid including presentation shall be evaluated as below for 100 marks:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No** | **Subhead** | **Max marks** | **Remarks** |
|  | At least two project of having completed consultancy services for educational campus of repute of more than 1,00,000.00 sqm built up area in last 5 years as on 31/03/2019. Certificate shall be enclosed. | 20 | 1. 60% marks minimum eligibility criteria, 2. 100% marks for twice the minimum eligibility criteria, 3. In between (i)&(ii) – on prorata basis |
|  | Experience of doing master plan of campus having area:   1. 20 acres and more but less than 50 acres 2. 50 acres and more | 10 | * 1. One marks for each project   2. Three marks for each project |
|  | Average annual turnover from consultancy services exceeding Rs. 5.0 crores in last five years. | 10 | 1. 60% marks minimum eligibility criteria, 2. 100% marks for twice the minimum eligibility criteria, 3. In between (i)&(ii) – on prorate basis |
|  | The Firm should have 15 years of experience in the field of Architectural and Engineering consultancy. | 5 | 15 -20 years - 3 marks  More than 20 years – 5 marks |
|  | Strength of Technical Team | 25 | As per the table below |
|  | Presentation | 30 | Marks to be allotted by Client’s evaluation committee /team on the basis of presentation made by the Consultant on the following parameters :   * 1. Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking – 7 Marks * Site Layout and land utilization * Landscaping & aesthetics * Parking   1. Concept & Design of institute/ buildings and Utilization – 7 Marks * Concept & Design * Green Building Concept & Features * Eco friendly/ Environment aesthetics   1. Building efficiency, services in building, conservation of water and waste management. – 7 Marks * Building efficiency, services in building * Conservation of water * Waste management system   1. Approach paper on proposed methodology and work plan in response to the terms of reference – 9 Marks * Technical approach, objective formulations, functional analysis * Bidder's knowledge and understanding of project requirement |
|  | **Total Technical bid score (Ts)** | **100** |  |

**Note: Pass marks in technical bid evaluation is 75% or more. Financial bid of only top 3 consultants will be opened.**

**Bidder securing minimum 75 % marks in Sl. no. 1,2 ,3, 4 and 5 will be declared qualified for next stage, mentioned above at Sl. No. 6 i.e “Presentation” before the high level evaluation committee. After the Presentation (minimum 60% marks in presentation), the top 3 bidders (scoring the maximum marks in technical bid score (Ts) out of 100) shall be eligible for opening of financial bid**.

**Table for Strength of Technical Team (For Sl. No. 5 of Technical Bid)**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No** | **Key professional** | **Qualification** | **Total Marks (25)** |
|  | **Team Leader and Architect** | Minimum B. Arch with 20 years of Experience and must have handled large projects. Should be registered with Council of Architects.  20-25 Years of experience  More than 25 years of experience | 8  5  8 |
|  | **Architect** | Minimum B. Arch with 15 years of Experience and must have handled large projects. Should be registered with Council of Architects.  15-20 Years of experience  More than 20 years of experience | 5  3  5 |
|  | **Landscape Architect** | Architect with Post Graduation in Landscape with minimum 15 years of experience  15-20 Years of experience  More than 20 years of experience | 3  2  3 |
|  | **Structural Engineer** | Should be M. E in structures with minimum 20 years of experience and must have handled structural design of buildings    20-25 Years of experience  More than 25 years of experience | 3  2  3 |
|  | **MEP Expert** | Minimum Degree (Mechanical / Electrical) having minimum 15 years of experience in the same field.  10-15 Years of experience  More than 15 years of experience | 3  2  3 |
|  | **Civil Engineer** | Minimum Degree (Civil) having minimum 15 years of experience in the same field.  10-15 Years of experience  More than 15 years of experience | 3  2  3 |
|  |  | **Total** | **25** |

**(b) Financial Bid:** Financial bid shall be given scoring as below:

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote, as below:

**Fs=100 x FL/F**

Where:

Fs = The financial score of the Financial Proposal being evaluated

FL= The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

**(c ) Combined evaluation**

The score of technical proposal including presentation would be given 80% weightage, and the financial proposal would be given 20% weightage. The weighted combined score of the Technical bid (Ts), and Financial proposals (Fs) shall be used to rank the bidders as below:

**The first ranked bidder is eligible for award of the work.**

**Combined Score = 80% x Ts + 20% x Fs**

**Instructions for submission of Technical & financial bid:**

**Envelope-1**: Technical bid should include DD towards EMD along with all accompanying documents, reports, photographs, time schedule, management planning etc in a sealed cover. The bid document along with its annexure downloaded from website [s](http://www.cub.ac.in)hall be duly signed on each page by the bidder and should be enclosed along with technical bid in envelope-1.The envelope shall include duly filled in Annexures as per the format given in Annexure 1-10, 12,13,15 at the end of this document. In case of no deposit of EMD, the technical bid of that firm shall not be evaluated and the firm shall be kept out of participation in further bid process.

**Envelope-2**: Financial bid as per the format enclosed in the Annexure-11 should be packed in an envelope and sealed. Financial bid of only top three firms as per technical bid evaluation shall be opened.

**Envelope-3**: This will contain Envelope-1 and Envelope-2 and shall be sealed. This envelope should be super scribed with the name of the work and should reach at the Office of Registrar, Indian Institute of Information Technology Bhagalpur, Bhagalpur College of Engineering Campus, Sabour, Bhagalpur – 813210 by regd. Post /speed post/ By hand latest by 3rd of February 2020, 03:30 PM.

**Disqualification**

The Selection Committee may disqualify bids on account of, but not limited to, the following reasons:

1. If received after the last date and time.
2. If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in quoting the Financial BID
3. If the participant attempts to influence any member of the selection committee.
4. Receipt of Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from the disqualified bidders thereafter.

**Termination of the bid**

1. Against all expectations entertained by IIIT Bhagalpur, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
2. IIIT Bhagalpur reserves right to accept or reject any/ all bidders without assigning any reason(s) thereof.

**Award of Work**

The work of Comprehensive Consultancy services will be awarded as per recommendations of the Selection Committee on the basis of evaluation criteria given above.

**Settlement of Disputes**

All disputes arising shall be subject to the jurisdiction of the appropriate court at Bihar, India and be governed by laws of India. The decision of Evaluation Committee of Indian Institute of Information Technology Bhagalpur in respect of the award of work shall be final, binding and shall not be open to be challenged in any Court of Law.

**Time Schedule**

1. **Last Date &Time of Submission of Technical & Financial Bid: 03/02/2020**
2. **Publication of the pre-qualified bidders after opening of technical bid: 07/02/2020 (on the basis of sl. No. 1 – 5)**
3. **Date of Presentation: 15/02/2020 & 16/02/2020\***
4. **Date of Opening of Financial Bid: 15/02/2020 & 16/02/2020\***

**\* Dates are tentative and will be notified through institute website**

**Additional Information:**

The IIIT Bhagalpur reserves the right to:

1. Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
2. Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

**METHOD OF APPLICATION**

The Bidder should sign each page of the Bid documents. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, writing and initialling with date.

If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.

If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should also be submitted. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also submit a copy of the Memorandum of Articles of Association duly attested by a Public Notary. The Bidder should sign each page of the Bid documents. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, written and initial with date.

**FINAL DECISION MAKING AUTHORITY**

The Employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders

**Proposed Buildings and Services**

**IIIT Bhagalpur Phase – I Requirements**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Particulars | | | | | Space Requirement |
| 01. | Name of the Department | CSE | | | | 04 HOD Chambers with attached Toilet  32 Faculty Chambers  12 Laboratory  09 Gallery type class rooms of capacity 90 students & 01 Gallery type class room of 270 capacity |
| ECE | | | |
| Mechatronics Engg. | | | |
| Basic Science & Humanities | | | |
| 02. | Academic cum administrative building | | Academic | | | HOD Office, Faculty chamber, Lab and class room and canteen |
| Administrative | | Director | Director Secretariat |
| Registrar | Registrar office, Deputy Registrar Office, 3 Asst. Registrar, 01 consultant, 01 Executive Engineer Office |
| Training and Placement Cell | As per norms |
| 03. | Workshop | | | | | 100ft×20ft |
| 04. | Computer Centre | | | | | 5 hall each of capacity 100 students, space for server, office etc. |
| Library | | | | | As per norms |
| 05. | Health Centre | | | | | As per norms |
| 06. | Institute Main Gate | | | | | As per norms |
| 07. | Sports Ground | | | | | To accommodate, cricket, badminton, volleyball, football etc. |
| 08. | Space for Bank & ATM | | | | | As per norms |
| 09. | Hostels | | | Boys | | Capacity 450 Students |
| Girls | | Capacity 50 Students |
| 10. | Main road &Approach road | | | | | As per requirement |
| 11. | Gymkhana (Student Activity Centre) | | | | | In space |
| 12. | Quarter | | | Director | | As per norms |
| Faculty | | 35 |
| Officers & Staff | | 20 |

**IIIT Bhagalpur Phase – II Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Particulars** | | **Space Requirements** |
| 01. | Auditorium | | 1000 seat capacity |
| 02. | Market Place/ Food court | | As per norms |
| 03. | Swimming Pool | | As per norms |
| 04. | Guest House | | As per norms |
| 05. | Hostels | Boys | 400 Capacity |
| Girls | 50 Capacity |
| 06. | Incubation Centre | | As per norms |
| 07. | Extension of Academic and administrative building | | As per norms |
| 08. | Extension of Faculty & Staff Quarters | | As per norms |

**AIM & OBJECTIVE:**

1. The aim is to select suitable reputed Architectural and Engineering Design Consultancy firms for the construction of infrastructures at IIIT Bhagalpur.
2. The Architectural and Engineering Design Consultancy firm whose Architectural concept & design is selected shall be finalized as the Architect / Consultant for providing total Architectural Design/ Engineering Design Consultancy Services.

**ROLE OF THE SELECTED ARCHITECTURAL AND ENGINEERING DESIGN CONSULTANCY FIRM:**

The role of the selected Architect / Consultant is to provide a complete and comprehensive architectural concept, design, detailing and Engineering Design Consultancy for all requirements for construction of the proposed campus of IIIT Bhagalpur, but not limited to the following:

1. Understanding the space requirements and planning with Service requirements
2. Master plan indicating the campus zoning and building locations
3. Conceptual Building plans (Floor plans)/ Elevations/ Sections/ 3D view etc;
4. Detail Planning/ Design of buildings and site development;
5. Structural design;
6. Sanitary, Plumbing, drainage, water supply and sewerage design;
7. Electrical, Electronic, communication, acoustics systems and design;
8. Heating, Ventilation and air-conditioning (HAVC) & other mechanical systems;
9. Elevators. Escalators etc.
10. Fire detection, fire protection etc.
11. Building automation services
12. Landscape
13. Interiors
14. Getting approvals from statutory authorities and any other concerned authorities that are necessary for construction of infrastructures at IIIT Bhagalpur.
15. Preparation of cost estimates, Bill of Quantities along with detail measurements and tender documents as per CPWD practice.

**Scope of Work of Comprehensive Consultancy Services**

1. **DETAILED SCOPE OF WORK**

The detailed scope of works for Architect/ Consultant shall comprise of preparation of Master Plan and the following for all the Buildings/ Structures/ External & Internal Services/ Systems for the complete project but not limited to:

* 1. **ARCHITECTURAL, CIVIL, SANITARY AND STRUCTURAL WORK.**
     1. Ascertain IIIT Bhagalpur requirements and examine site constraints & potential for individual buildings, external and internal systems/ services and prepare brief for Engineer/ PMC’s review/ recommendations and University approval including conceptual/ control designs/ drawings/ documents and incorporate required changes, if any.
     2. Study of project requirements and control drawings and preparation of design philosophy, basis & criteria for individual buildings, structures, external and internal services & systems for Engineer/ PMC‟s review/ recommendations and approval from University.
     3. Carrying out Soil Investigation, Study and interpretation of soil investigation report and finalize input data for structural and foundation design for individual buildings/ structures/ equipment etc.
     4. Preparation of detailed architectural working drawings including but not limited to, dimensioned plans, elevations, internal layout, sections, details etc. for individual buildings/ structures.
     5. Preparation of door/ window schedules, fitting schedules, finishing schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details etc. for individual buildings/ structures/ equipment/ internal services etc.
     6. Furnish necessary architectural norms, calculations etc. to corroborate architectural detailing work.
     7. Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, pockets, standard details and other construction details as required by site Engineers for successful completion of the project.
     8. Study of input data and preparation of design calculations, schematic drawings and construction drawings for all external services, individual buildings pertaining to internal services such as:
        1. External & Internal Plumbing System.
        2. External & Internal Sewerage Piping System.
        3. External & Internal Waste Water Piping system.
        4. External and Internal Rain Water System.
        5. Connection of Internal Services Systems with external services network.
        6. Furniture for college buildings, class rooms, library, laboratories, Auditorium, Hostels & other buildings.
     9. The detailed working drawings to include flow/schematic diagrams, plans, elevations, sections, blow-ups etc. for individual services complete with material take off.
     10. Designate a qualified Structural Engineer, who shall be wholly and singly responsible for structural soundness and safety of the buildings/ structures design under its scope.
     11. Preparation of detailed structural analysis & structural design calculations (including seismic design as applicable) based on design output, preparation of detailed structural drawings.
     12. Collection of input data from University/ Manufacturers/ vendors and design structural foundations (including dynamic analysis as applicable) for individual plant & equipment to be installed. The structural designs to cater for specialized requirements pertaining to special equipment.
     13. Preparation of bar bending schedules and/ or detailed reinforcement drawings sufficient to enable the contractor to procure the steel from the market and cutting/ bending and placing of the reinforcement.
     14. Preparation of fabrication/ construction/ shop drawings including material take off etc. complete.
     15. Detailed design, considering load data, Noise and Vibrations of equipment, drawings, cost estimates and specifications to cover all civil works associated with installation of all mechanical/ electrical equipment, services and systems.
     16. Preparation of detailed specifications and data sheets for materials, work items, systems and services etc.
     17. Preparation of detailed quantity estimates supported by detailed measurement sheets/ material take off sheets based on detailed drawings.
     18. Preparation and submission of detailed cost estimates for buildings, structures, services & systems based on latest CPWD Schedule of Rates with necessary indices and correction slips, if any, applied thereupon. Preparation of rate analysis for the items, which are not available in CPWD-SOR, based on market rate quotations. Any deviation in quantity of items also required to be supported by rate analysis. Also preparation of abstract of quantities building wise or package wise, as required.
     19. Preparation of detailed “Bill of Quantities‟ for Tender purposes for individual buildings/ structures and a consolidated statement thereof.
     20. Preparation of list of recommended makes/ manufacturers for recommendations & approval of Engineer/ PMC.
     21. Approval of “As-built” drawings (on the basis of actual construction at site) including services and structures prepared by the Contactor.
     22. Obtaining approval from all relevant statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work and preparation of required drawings & documents for the same. IIIT Bhagalpur/CPWD will assist the consultant in obtaining the approvals from all relevant statutory body/local Govt. Body. Any relevant Govt. Fee for getting statuary approvals will be borne by IIIT Bhagalpur.
     23. During project execution the consultant will depute supervisory staffs to supervise that the works are going on as per the prepared design and details.
     24. The consultant will provide all the consultancy services as and when required till the completion of work.
  2. **ELECTRICAL WORKS**

Load estimation and optimization, design of system/ equipment, selection, description, Preparation of technical specifications, calculations, BOQ, drawings, SLD, schematics, blank data sheets recommended vendors list, rate analysis (with back up offers), cost estimates, obtaining clearances and certificates from statutory authorities wherever required for the following works:

* + 1. **INTERNAL ELECTRIFICATION WORKS FOR INSTITUTIONAL BUILDINGS**

The major items shall include:

Lighting calculations for different buildings, Lighting & telephone layout drawings, conduit layout drawings, mounting details of lighting fixtures and other fittings, Load calculations for internal electrification, DB/ SDB details of different circuits for lighting fixtures, fans, exhaust fans, sockets etc., earthing and Lightning protection system calculations & drawings, cable sizing details, cable schedule. Details of protection switch gear, calculation of breaking capacity of upstream tripping, assessment of requirement of residual current circuit breaker and other special requirement of switch gear for scientific equipment along with specific requirement of zero halogen fire retardant and flame proof cables and switchgear in laboratory.

* + 1. **Centralized UPS System for Institutional Buildings**

The major items shall include:

Sizing calculations of UPS, Floor wise UPS power distribution drawing, cables, conduits and cable tray. Layout drawing for cables, conduit and cable trays.

* + 1. **Audio-Visual System and Sound Reinforcement System for Institutional Buildings**

The major items shall include:

Conference room projection system, microphone, amplifier, speakers, DVD Player, acoustics, cables, conduits, cable trays and floor-wise layout drawings and system layout drawings.

* + 1. **Internal Communication System for Institutional Buildings**

Detailing of internal communication system. Design and distribution drawing of PABX Line.

* + 1. **Access Control System (Pc Based) For Multi-Level Access for Institutional Buildings**

The major items shall include:

Card reader and biometric device, system and application software, cables, conduits and floor- wise layout drawings and system layout drawing.

* + 1. **Local Area Networking for Institutional Buildings**

The major items shall include:

Topology of networking, local area networking (Structured cabling), cables, conduits, raceways, sockets and layout drawings floor wise.

* + 1. **MECHANICAL WORKS**

Design and preparation of system/equipment description, Technical specifications, BOQ, GA & layout drawings, data sheets and calculations ensuring compliance with the latest codes/ standards as applicable, detailed cost estimates, rate analysis with back-up quotations, obtaining clearances from statutory authorities, wherever applicable, any other information required to be included to complete the specification for the following works.

* + 1. **Lifts**
       1. Preparation of Technical specification considering the relevant code / Standard with capacity calculations, technical particulars with material of construction of various items.
       2. Preparation of layout drawings indicating the location of lifts, shaft, pit, machine room & floor levels.
       3. Preparation of bill of quantities.
       4. Preparation of blank data sheet to be filed by vendors.
       5. Traffic Analysis.
       6. Preparation of specification of panels & other electrical equipment.
    2. **LPG Systems**
       1. Preparation of Technical specifications, Technical particulars indicating the material of construction of various component with back-up capacity calculations of the systems.
       2. Preparation of P&I diagram.
       3. Preparation of blank data sheet to be filed by vender.
       4. Preparation of bill of quantities.
       5. Preparation of general layout drawings indicating the gas system and piping layout drawings with gas cylinders’ station room layout.
    3. **Liquid Nitrogen supply system Including Liquid Nitrogen Plant**
       1. Preparation of Technical specifications, Technical particulars indicating the material of construction of various component with back-up capacity calculations of the systems.
       2. Preparation of P&I diagram.
       3. Preparation of blank data sheet to be filed by vender.
       4. Preparation of bill of quantities.
       5. Preparation of general layout drawings indicating the gas system and piping layout drawings with gas cylinder station room layout.
    4. **Compressed Air System**

Only localized arrangements are required in certain area.

* + 1. **Internal Piping for Steam / Hot Water supply system** 
       1. Preparation of Technical Steam / Hot Water piping, pipe lining and other components.
       2. Preparation of Capacity & Size calculations consisting the relevant codes and standards.
       3. Preparation of bill of quantities and technical particulars.
       4. Preparation of flow diagram of Steam / Hot Water piping, pipe lining.
       5. Preparation of installation drawings indicating the locations of each component.
       6. Data sheet to be filled by vender.
    2. **Vacuum Lines System**

Detailing to be done for localized arrangements required in certain area

* + 1. **Fume Exhaustion System & Specialized Ventilation system to Cater to BSL-3 & BSL-4**
       1. Technical Specifications.
       2. Preparation of Capacity & Size calculations consisting the relevant codes and standards.
       3. Preparation of bill of quantities, technical Data sheet and technical particulars.
       4. Preparation of flow diagram
       5. Data sheet to be filled by vender.
    2. **HVAC Systems**
       1. It will be for various labs, Auditorium, Animal House, Administration Building, Lecture Theatre, Lab. & Engineering Services Building, Library, Other Area s as required by IIIT Bhagalpur. There are certain areas such as BSL Labs and rooms which require special Air conditioning.
       2. Preparation of technical specifications of the system with capacity calculation along with basis for calculations.
       3. Preparation of technical particulars of each component of the system indicating their material of construction.
       4. Heat load calculation for summer and winter.
       5. Layout of each building showing the location of each components of the system.
       6. Ducting layout and plant room layout, AHU & ducting size calculations.
       7. Preparation of SLD, scheme GA drawing for the electrical panel, control desk and specification of electrical equipment.
       8. Blank data sheets of components, system to be filled by vendors.
       9. Any other Buildings/ services as directed by PMC/ Owner.

**EXTERNAL SERVICES**

The overall scope of work covers the following: -

* 1. Site evaluation, analysis of architectural character, social issues & heritage.
  2. Feasibility study.
  3. Preliminary proposal for development and their impact on immediate environs.
  4. Volumetric study and urban form recommendations including pedestrian/ vehicular movement and parking.
  5. Architectural control guidelines and their approval from the statutory bodies.
  6. Concept design of services and their inner connectivity, preliminary & detailed drawings, designs, specifications, detailed estimates, working drawings, and periodic supervision for ensuring smooth progress of work for scope of work.
  7. Landscape architecture, site planning, suitability & appraisal, landform including preparation of detailed design & drawings of landscaping elements, open space design, plant structure, illumination design, street furniture and graphic design and signage's.
  8. Conceptual & detailed design, specifications, estimates of non-conventional use of energy (wherever applicable).
  9. Conceptual & detailed design, specifications, estimates of rain water harvesting of the entire site along with its approval from the concerned bodies (if any).
  10. Recycling of waste water, its appraisal, suitability study & preparation of detailed design/ schemes along with specifications & estimates.
  11. Preparation of detailed design schemes along with estimates, specifications, implementation methodology and facilitating IIIT Bhagalpur for getting concerned approvals (if any) for garbage disposal & solid waste management.
  12. Preliminary Concept Design Stage:
* Study of existing land use in and around the project area.
* Study of contextual issues, socio-cultural aspects, landscape features and built form etc.
* Study of existing infrastructure, accessibility, circulation pattern and parking.
* Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution and interconnectivity and external linkages including rough estimate of the project cost based on allowable FAR.
* Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the proposed development on its immediate environs. Obtaining environmental clearance certificate from concerned statutory authorities.
  1. Preliminary Planning Stage:
* Preparation of concept design of the area showing circulation Pattern, zoning of various land uses, and relevant details, development strategy.
* Assessment of utility services and their inter-connectivity.
* Preparation of three-dimensional form in relation to open spaces, model showing the proposal and surrounding areas.
* Submission of model and conceptual design to the IIIT Bhagalpur/ Statutory bodies for approval & ensure compliance with codes, standards and legislation, as applicable and carry
* Out necessary changes as may be required.
* Obtaining approvals from the municipal & other local authority for the master plan & building plans.
* Obtaining necessary approvals from Forest department and other local/ statutory authorities required for execution of project.
  + 1. Detailed Design Stage:
* Preparation of drawings showing the common facilities for circulation, parking, open spaces and external architectural form.
* Preparation of drawings showing architectural controls, features, specifications and obtaining statutory approvals.
* These shall include all floor plans, sections and elevations for all buildings to sufficiently explain the urban design.
* Assessment of impact of development plan and its immediate environs.
* It shall further be supplemented by large scale details and models of the proposed architectural vocabulary along with information on selection of materials and construction techniques.
* The architect shall prepare schematic network of all services and its interconnectivity including water supply, drainage, sewerage, electrical, communication, fire detection and firefighting, garbage disposal, rain water harvesting, recycling of waste water, irrigation system, use of solar energy and other services as may be indicated by IIIT Bhagalpur. The architect shall also prepare an integrated layout plan of IIIT Bhagalpur campus showing all the services. The architect shall also obtain approval of schemes of all services from the concerned local statutory authorities.
* The architect shall provide necessary preliminary design calculation and designs, reports, etc. for the above referred services as may be required for obtaining IIIT Bhagalpur/ Statutory approval. Preparation of necessary details and drawings showing landscape, street furniture and graphic signage including site appraisal and suitability, site-planning, land form and grading, surface drainage design and water management, irrigation design, open space design-roads, parking, hard & soft areas, walls, gates, & fences, design of plant structures & feature, garden furniture design, illumination design, graphic design and signage, co-ordination of external services, inspection & evaluation of construction works along with detailed estimate and specifications.
* Furnish urban design report including implementation strategy.
* Prepare detail designs of various external elements & components.
* Presentation of urban design study and submission of design, drawings, calculations, reports etc. to the statutory bodies for approval and ensure compliance with codes, standards and legislation, as applicable and carry out necessary changes as may be required.
* Firefighting & detection, garbage disposal etc. separately.
* Furnish modified project cost.

The architect shall prepare preliminary estimates of all buildings, services, works on the basis of plinth area rates/ Schedule of rates of CPWD duly correcting with multiplying factor for the location/ area.

* + 1. Implementation stage
* Review and certification of detailed architectural design of each of the constituent components for construction or development within the area under urban design, before approval by the statutory authorities.
* Supply to the employer such further drawings, specifications or details which may be required for proper execution of work.
* Obtain employer’s approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
* Obtaining service connections and NOC & occupying certificate from local authorities for IIIT Bhagalpur. IIIT Bhagalpur/ CPWD will assist in getting connections, NOC and certificates.
* Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/ specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

Scope of work may be extended in future, depending upon the requirements.

**2.0 Payment of Remuneration:**

* 1. **Remuneration**

The fee includes comprehensive consultancy services for the infrastructure development work as per CPWD EPC mode III (i.e., planning, designing, detailed architectural & structural designing and periodical supervision during construction of the Project, travel expenses towards periodical supervision, for attending meetings with Clients, visits to local authorities, etc.) by the Consultant and or by their technical persons. In addition to above, the fees should also include cost of providing local representative (Architect / engineer) for day to day liasoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery @ Rs. 30,000/- per month/per person shall be made from the running bills of the Consultants.

* + 1. The above fee is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by the client for this purpose.
    2. The cost of getting the approval/ vetting of structural designs/drawings, MEP services etc. from reputed institute such as IIT/NIT will be borne by the consultant and is deemed to be included in the fee.

All payments shall be made in Indian currency only.

**3.0 Mode of Payment:**

i) Milestone payment schedule for various activities are as under:

|  |  |  |
| --- | --- | --- |
| **SL.**  **No.** | **Milestone Achieved** | **Extent of Payment/ Percentage of Payable Fee** |
|  | Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client | 10% |
|  | Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services and submission of Preliminary cost estimate of all Project component for approval by B&WC (Payment to be released after approval of B&WC) | 15% |
|  | Preparation and submission of detailed architectural & structural design & drawings of all buildings and obtaining vetting from any reputed institutes such as IIT  Preparation and submission of all internal and external services design & drawings and obtaining all necessary statutory approvals. | 30% |
|  | Preparation and submission of detailed estimate & detailed measurements, Analysis of rates tender drawings, specifications and final tender documents according to CPWD guidelines.  Submission of complete detailed Architectural & services drawings “Good for construction” (Architectural, interior, structural, services, interior, E&M services and all other required drawings). (Pro rata Basis). | 25% |
|  | Periodically supervision During progress of the project work at the following stages:- |  |
|  | a. On 50% completion of project (cost wise) | 5% |
|  | b. On 100% completion of project (cost wise) | 5% |
|  | On completion of entire construction works and after obtaining “completion certificate” from the local bodies. No objection Certificates/ Occupancy Certificate from statutory local bodies and checking and approving of “As Built Architectural Drawings” constructed by contractor. | 10% |

Note:

(a) The part payment against above stages on part completion of required scope of work under a particular stage can be released by IIIT Bhagalpur on pro rata basis.

a) All the payments due to the consultant shall be made by online mode of transaction.

**Time schedule for stage wise activities of consultant**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Activities | Period of completion of stage wise activities (in weeks) | Cumulative period from the date of commencement  (in weeks) | Remarks |
| A | **Preliminary stage** |  |  |  |
|  | Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client | 6 | 6 | - |
| B | **Approval stage** |  |  |  |
|  | Preparation and submission of conceptual scheme, master plan, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services and submission of Preliminary cost estimate of all Project component for approval by B&WC. | 10 | 16 | This activity will start after master plan and building drawings are approved by IIIT Bhagalpur. |
| C | **Detailed architectural, structural Design & Drawing and Estimate stage** |  |  |  |
| C.1 | Preparation and submission of detailed architectural & structural design & drawings of all buildings and obtaining vetting from any reputed institutes such as IIT | 4 | 16 | This activity will overlap and run parallel to activities at stage A, B. |
| C.2 | Preparation and submission of all internal and external services design & drawings and obtaining all necessary statutory approvals. | 4 | 18 | This activity will overlap and run parallel to activities at stage A, B and C.1. |
| C.3 | Preparation and submission of detailed estimate & detailed measurements, Analysis of rates tender drawings, specifications and final tender documents according to CPWD guidelines. | 4 | 18 | This activity will overlap and run parallel to activities at stage C.1 and C.2. |
| C.4 | Submission of complete detailed Architectural & services drawings “Good for construction”. | 4 | 20 | This activity will overlap and run parallel to activities at stage C.1, C.2 and C.3. |
| **D** | **Construction stage** |  |  |  |
| D.1 | During execution of Project intermittent inputs will be required from the consultants in clarifying the technical queries, site visit to make sure that the construction conforms to the design. | 18 months | Actual Period of construction |  |
| D.1 | Provide all technical assistance to contractor in providing any further clarifications, details, design and drawings required by the contractor. | 18 months | Actual Period of construction |  |
| E | **Post construction stage** |  |  |  |
| E.1 | Assist in obtaining completion certificate from local bodies. | 3 weeks | After completion of stage D-1 |  |
| E.2 | Assist in submission of as-built drawings by contractor. | 3 weeks | After completion of stage E-1 |  |

1. **Additions, Alterations and Variation: Additions, Alterations and Variation:**
2. IIIT Bhagalpur shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
3. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of IIIT Bhagalpur.
4. If the work in full or part is withdrawn from IIIT Bhagalpur by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to IIIT Bhagalpur by Client and the consultant shall have no further claim whatsoever on this account on Client.
5. If any additional works are awarded by the client, and if IIIT Bhagalpur desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by Client and the consultant shall have no further claim whatsoever on this account of client.
6. **Taxes and duties**
7. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the consultant in connection with execution of the contract.
8. In case any law requires IIIT Bhagalpur to pay tax on the contract price on reverse charge basis, the amount of tax deposited by IIIT Bhagalpur would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
9. **Escalation/Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works. The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to IIIT Bhagalpur for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. IIIT Bhagalpur shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty proportionate to the value of the work which is held up, shall be imposed on the consultant.

1. **Abandonment of Work:**
   * 1. That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultant as aforesaid, IIIT Bhagalpur may make full use of all or any of the drawings prepared by the consultant and that the consultant shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by IIIT Bhagalpur.
     2. If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, IIIT Bhagalpur shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
2. **Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to IIIT Bhagalpur, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

* + - 1. Detail Project Reports with coloured drawings.
      2. All the Drawings and estimates to be submitted to clients.
      3. All working architectural & structural designs & drawings for all the items (Good for Construction Drawings).
      4. Detailed estimates and rate analysis of all works.
      5. Completion drawings and detailed documents.
      6. Tender documents/tender drawings as per IIIT Bhagalpur requirements.
      7. As built drawings after completion of Project.

The Consultant shall supply free of charge to IIIT Bhagalpur all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural, structural and services design and drawings as indicated above. Any extra sets of drawings, if required by IIIT Bhagalpur shall be supplied at free of cost. All these drawings will become the property of IIIT Bhagalpur. The drawing cannot be issued to any other person, firm or authority or used by the consultant for any other Project. No copies of any drawing or document shall be issued to anyone except IIIT Bhagalpur and authorized representative of IIIT Bhagalpur

1. **Determination or Rescission of Agreement:**

IIIT Bhagalpur without any prejudice to its right against the consultant in respect of any

delay by notice in writing absolutely may determine the contract in any of the following

cases:

* + 1. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
    2. If the consultant commit breach of any of the terms of agreement. When the consultant have made themselves liable for action under any of the clauses aforesaid, IIIT Bhagalpur shall have powers. a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of IIIT Bhagalpur in this regard shall be final and binding on the consultant.

1. **Responsibilities for Accuracy of Project Proposals:**
   * + 1. The Consultant shall be responsible for the accuracy of the technical/financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the Project. He shall indemnify IIIT Bhagalpur & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the Project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on IIIT Bhagalpur
       2. The Consultant shall fully indemnify IIIT Bhagalpur from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
2. **Force Majeure Clause**

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of IIIT Bhagalpur and which shall directly or indirectly prevent completion of the works within the time specified in the agreement.

**Site Map**



**Site Plan for IIIT Bhagalpur, Total Area 50 Acres**

**Annexure - 1**

**Letter of Transmittal**

To**:**

Indian Institute of Information Technology Bhagalpur

Bhagalpur College of Engineering Campus

Sabour Bhagalpur – 813210

**SUBJECT: Appointment of Architectural Services Consultant for IIIT Bhagalpur**

Sir,

Having examined the details given in Expression of Interest Notice and document for the above project, we hereby submit the relevant information.

1. We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.
2. We have furnished all information and details necessary for Expression of Interest and have no further pertinent information to supply.
3. We also authorize IIIT Bhagalpur or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. Bid shall be valid for a period of 60 days from the last day of submission.

Signature of the Bidder

**Annexure -2**

**Details of Projects Completed (Developed Master Plan Area)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SI.  No. | Name  of  Project  &  location | Owner or  sponsoring  organization | Total Built  up Area of  the Project  (excluding  basement  etc.) | Date of  Commen-  cement  as per  contract. | Stipulated  date of  completion | Actual  date of  completion | Name &  address/  telephone  No. of  Officer to  whom  reference  may | Remarks |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**\*Note:-**

1. The following documents are mandatory for evaluation of the eligibility.
2. All the above works should be submitted with details of Master Plan, Drawing, Sketches, and Photographs etc. in hard copy as well as soft copy.
3. Mention any awards & honours won by the firm / individual in the firm.
4. Submission of write-up on each work on the design philosophy adopted by the firm in similar works completed.
5. In the absence of above data as prescribed in i to iv the evaluation will be done with the available data in this Annexure.

**Signature of Bidder**

**Annexure - 3**

**Details of Experience Details of Projects Completed**

**(Developed Built Up Area)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SI.  No. | Name  of  Project  &  location | Owner or  sponsoring  organization | Total Built  up Area of  the Project  (excluding  basement  etc.) | Date of  Commen-  cement  as per  contract. | Stipulated  date of  completion | Actual  date of  completion | Name &  address/  telephone  No. of  Officer to  whom  reference  may | Remarks |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |

**\*Note: -**

1. The following documents are mandatory for evaluation of the eligibility.
2. All the above works should be submitted with details of Master Plan, Drawing, Sketches, and Photographs etc. in hard copy as well as soft copy.
3. Mention any awards & honors won by the firm / individual in the firm.
4. Submission of write-up on each work on the design philosophy adopted by the firm in similar works completed.
5. In the absence of above data as prescribed in i to iv the evaluation will be done with the available data in this Annexure.

Signature of the Bidder

**Annexure-4**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance Report of Projects Referred to in Annexure- 2 & 3** | | | | |
| 1. | Name of work / Project & location | : | |  |
| 2. | Agreement No. | : | |  |
| 3. | Estimated cost | : | |  |
| 4. | Tendered cost | : | |  |
| 5. | Date of start | : | |  |
| 6. | Date of completion |  | |  |
| (i) Stipulated date of completion | : | |  |
| (ii) Actual date of completion | : | |  |
| 7. | Amount of compensation levied for delayed  completion, if any | : | |  |
| 8. | Amount of reduced rate items, if any | : | |  |
| 9. | The details of work done |  | |  |
| A. Master Plan (Area in acres) | : | | ................... Acres |
| B. Built up area (Area in Sqm) |
| : | | .....................Sqm |
| C. Master plan & obtained approval |
| : | | Yes/No |
| D. Architectural drawing | : | | yes/No |
| E. Structural drawing | : | | Yes/No |
| F. E&M services, HVAC, Fire-fighting, lift etc. | : | | Yes/No |
| G. Interior design & furniture | : | | Yes/No |
| 10. | Details of GRIHA rating |  | |  |
| Platinum Rating (as per LEED) or GRIHA-V  (as per Indian Standard) in Green Building  Design - for each such work | : | | Yes/No |
| Gold Rating (as per LEED) or GRIHA-IV (as  per Indian Standard) in Green Building  Design - for each such work | : | | Yes/No |
| Silver Rating (as per LEED) or GRIHA-III (as  per Indian Standard) in Green Building – for  each such work | : | | Yes/No |
| 11. | Performance report: |  | |  |
| Quality of work | : | | Very Good/Good/ Fair/ Poor |
| : | | Very Good/Good/ Fair/ Poor |
| Financial soundness |
| : | | Very Good/ Good/Fair/ Poor |
| Technical Proficiency |
| : | | Very Good/Good/ Fair/ Poor |
| Resourcefulness |
| : | | Very Good/Good/ Fair/ Poor |
| General Behaviour |
| Dated: | | | Executive Engineer or Equivalent | |

**Annexure - 5**

**General Information**

|  |  |  |
| --- | --- | --- |
| 1. | Name of Applicant/Company |  |
| 2. | Address for correspondence |  |
| 3. | Official e-mail for communication |  |
| 4. | Contact Person:  Telephone Nos.  Fax Nos.  Mobile |  |
| 5. | Type of Organization:   1. An individual 2. A proprietary firm 3. A firm in partnership 4. A Limited Company 5. Any other (mention the type) |  |
| 6. | Place and Year of Incorporation |  |
| 7. | Details of Registration of Proprietor/ Partners/ Directors with various Institutions |  |
| 8. | Name of Directors/Partners in the organization and their status along with their qualifications. |  |
| 9. | Name(s) of the persons along with their qualification and designation, who is authorized to deal IIIT Bhagalpur |  |
| 10. | Organization Chart of Key Personnel |  |
| 11. | Details of Awards/ Appreciations supported with document to be submitted. |  |
| 12. | Bank Details  Name of the Bank:  Account Number:  IFS Code:  Name & Address of the Branch: |  |

Signature of the Bidder

**Annexure – 6**

**Details of Technical & Administrative Personnel to be Deployed for the Work**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name | Qualification | Designation | Details of | Role in this | Remarks |
| Experience | Project |
|  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

(Note: After award of contract, client expect that all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)

Signature of Bidder

**Annexure – 7**

**Details of Disciplines for Which Experts / Specialists are**

**Proposed to be Appointed by the Bidder**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. No. | Name of | Details of Discipline | Role in this | Remarks |
| Discipline | Project |
|  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |
|  |  |  |  |  |

Signature of Bidder

**Annexure- 8**

**List of Overall Major/ Important Projects Designed by the Firm since Inception**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SI.  No | Name of  Project  &  location | Owner  or  sponsor  of  Project | Cost of Project  in crores/  Total Built up  Area of the  Project & Total  plot area  developed for  master plan | Date of  commenc-  ement as  per  contract | Stipulated  date of  completion | | Up to date  percentage  progress of  Project | Slow  progress/ if  any and  reasons  thereof | Name &  address/  Telephone  No.  of  Officer to | Remarks |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | | **8** | **9** | **10** |
|  |  |  |  |  |  |  | |  |  |  |

Signature of Bidder

**Annexure - 9**

**Bio – Data of Proposed Team**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Personnel** | | **:** |  | | |
| **Designation** | | **:** |  | | |
| **Date of Birth** | | **:** |  | | |
| **Nationality** | | **:** |  | | |
| **Total Years of Experience** | | **:** |  | | |
| **Membership of Professional Bodies** | | **:** |  | | |
| **Education:** | | | | | |
| **Employment Record:** | | | | | |
| **Starting from present Organization**  Year \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_  Name of Organization :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
| **Key Projects Handled** | | | | | |
|  | | | | | |
| **LANGUAGES** | | | | | |
| **Languages** | **Speaking** | | | **Reading** | **Writing** |
| **Hindi** |  | | |  |  |
| **English** |  | | |  |  |

**Annexure – 10**

**FINANCIAL DETAILS**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Financial Year** | **Annual Turnover (INR)** |
| 1 | 2016-2017 |  |
| 2 | 2017-2018 |  |
| 3 | 2018-2019 |  |

Chartered Accountant:

Signature

Name

Registration No

Contact No.

Seal

Date:

**Annexure – 11**

**FINANICAL PROPOSAL**

**FROM**

**To**

Indian Institute of Information Technology Bhagalpur

Bhagalpur College of Engineering Campus

Sabour, Bhagalpur – 813210

**SUBJECT: Appointment of Architectural Services Consultant for IIIT Bhagalpur**

Sir

Please find below our financial quotation for “**Comprehensive consultancy services for the development of infrastructures at IIIT Bhagalpur**”. Our rates are as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Work** | **Quote**  **(Rate in percentage of cost of works)** | **Quote**  **(in Words)** |
|  | **Comprehensive consultancy services for the development of infrastructures at IIIT Bhagalpur**:  Preparation of Master plan including external development works, Roads, Boundary wall, Entrances, Gates, Parking, Maintenance workshop, Nursery and landscaping of entire campus with green buildings provision and GRIHA 3 star rating and preparation of Preliminary Architectural drawings, Detailed Architectural drawing, structural design & drawing including services design & drawings for Internal Water Supply, External water Supply, Sanitary Installation, Sewerage, Drainage, other E&M services, Internal and External Electrical Installation, HVAC, Firefighting, Lift, Interior designing etc. for the infrastructures of Permanent Campus of IIIT Bhagalpur, Bihar, including vetting of structural design by IIT and obtaining statutory approvals, as per scope of work and terms and conditions of the tender/ contract document as mentioned in this EoI. |  |  |

GST shall be payable extra as applicable.

Signature of the Bidder

**Annexure-12**

**Affidavit for Work Experience**

To

The Registrar

IIIT Bhagalpur

Bhagalpur, Bihar

I/We undertake and confirm that eligible works(s) has/have not been got executed through another Consultant on back to back basis. Further that, if such a violation comes to the notice of client, then I/we shall be debarred for tendering in client’s institute in future forever. Also, if such a violation comes to the notice of client before date of start of work, the competent authority shall be free to forfeit the entire amount of EMD.

Yours faithfully

(Duly authorized signatory of the Bidder)

**Annexure-13**

**Undertaking for Integrity Pact**

To

The Registrar

IIIT Bhagalpur

Bhagalpur, Bihar

.

Dear Sir

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

I/We agree that the Expression of Interest (EoI) 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 RESPONSE SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the EoI.

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 EoI is finally accepted by the client. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I 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 EoI, client, shall have unqualified, absolute and unfettered right to disqualify the Respondent and reject the EoI in accordance with terms and conditions of the EoI.

Yours faithfully

(Duly authorized signatory of the Bidder)

**Annexure-14**

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

**Integrity Agreement**

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

**BETWEEN**

Indian Institute of Technology Bhagalpur through, **Competent Authority, IIIT Bhagalpur**, (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/firms/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 (Advt. No.: IIITBH/ADVT/2019-20/04, Ref. No.: IIITBH/Arch/2020/03 (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “Comprehensive integrated consultancy services for:

Preparation of Master plan including external development works, Roads, Boundary wall, Entrances, Gates, Parking, Maintenance workshop, Nursery and landscaping of entire campus with green buildings provision and GRIHA 3 star rating and preparation of Preliminary Architectural drawings, Detailed Architectural drawing, structural design & drawing including services design & drawings for Internal Water Supply, External water Supply, Sanitary Installation, Sewerage, Drainage, other E&M services, Internal and External Electrical Installation, HVAC, Firefighting, Lift, Interior designing etc. for Permanent Campus of IIIT Bhagalpur, Bihar.**”** 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 witness as under:

##### **\* Blanks to be filled by Contractor/ IIIT Bhagalpur**

**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 Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution. |
|  | **(c)** | The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature. |
| **2.** | If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures. | |

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

|  |  |  |
| --- | --- | --- |
| **1)** | It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract. | |
| **2)** | The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: | |
|  | **(a)** | The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract. |
|  | **(b)** | The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process. |
|  | **(c)** | The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contract(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 address of foreign agents/representatives, if any. Either the India 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 (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract. |
| **3)** | The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences. | |
| **4)** | The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to 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 day 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 employees or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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 Project Government or State Government or any other Project/State Public Sector Enterprises in India that could justify his exclusion from the Tender process. |
| **2)** | If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner. |
| **3)** | If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely. |

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

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

**Article 6: Duration of the Pact**

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

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

**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/Contract 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)

1. ……………………………………

(Signature, name and address)

Place:

Date :

**Annexure-15**

**AFFIDAVIT TO BE SUBMITTED BY BIDDER**

To

The Registrar

IIIT Bhagalpur

Bhagalpur, Bihar

I/We undertake and confirm that

* + 1. We have never been convicted by a Court of Law in the past.
    2. We are not misleading or submitted false representations in the forms, statements and attachments submitted with the bid.
    3. We have not submitted more than one bid for this work.

Further that, if such a violation comes to the notice of the Department, then I / we shall be debarred from tendering in future forever. Also, if such a violation comes to the notice of Institute before date of start of work, the Competent Authority shall be free to forfeit the entire amount of EMD.

Yours faithfully

**Signature of the bidder**